

Notice to Offerors

Request for Proposals
1015823

CONSULTING SERVICES FOR MASTER FACILITIES CONFINEMENT STUDY

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS

1015823

May 2, 2012

CONSULTING SERVICES FOR MASTER FACILITIES CONFINEMENT STUDY

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and 3 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 p.m. on June 1, 2012, to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 1:00 p.m. on May 22, 2012, at the Executive Office Building 9th Floor Conference Room, 101 Monroe Street, Rockville, Maryland, 20850. There will be an optional group tour of the DOCR physical plant (MCDC, MCCF, PRC and Montgomery County Pretrial Services) on the morning of the pre-bid conference, beginning at 8:00 a.m. **No one will be permitted to join the tour after the 8:00 a.m. starting time.** Those attending must provide their own transportation. The tour will take four hours. Interested parties should meet at 8:00 a.m. on May 22, 2012 at the Montgomery County Detention Center, 1307 Seven Locks Road, Rockville, Maryland 20854.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Ronnie L. Warner, Capital Projects Manager, Division of Building Design and Construction, Department of General Services, at (240)777-6071.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Robert Norris at (240) 777-9926.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract:	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:	

David E. Dise, Director
Department of General Services

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Montgomery County, Maryland

Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 5) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Supplemental General Conditions of Contract.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form".
6. Mandatory Insurance Requirements.
7. Additional Services.
8. Master Schedule and Critical Contract Completion Period.
9. Fee Schedule, Hourly Rates and List of Key Personnel.
10. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE AND/OR TOUR

If a Pre-Submission Conference and/or tour is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference and tour. For information regarding the date, time, and place of the conference and tour, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:
www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 5) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A.

Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work

hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Department of General Services;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or

resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See
minimum combined single limit				Attachment
for bodily injury and property				
damage per occurrence, including				
contractual liability, premises				
and operations, and independent				
contractors				
Minimum Automobile Liability				
(including owned, hired and non-				
owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See
for errors, omissions				Attachment
and negligent acts, per				
claim and aggregate, with				
one year discovery period and				
maximum deductible of \$25,000				

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MAY NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY. PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES

1. DEFINITIONS

The following words and phrases, here appearing capitalized and in quotes, have the following meanings for the purposes of this solicitation and resultant contract:

- a. "ADDITIONAL SERVICES": The consulting services to be performed by the Consultant in connection with the Study but which are not specifically designated as Basic Services. A listing of the potential Additional Services is included in the Contract.
- b. "CONTRACT": The written agreement between the Owner and the Consultant resulting from this Solicitation and containing the Contract Documents identified in Section A of this Solicitation.
- c. "CONTRACT ADMINISTRATOR": The individual identified in the Contract Documents responsible for the administration of the Contract in accordance with the authorities and limitations delegated to him by the Director as specified in the Contract.
- d. "CONTRACT AMENDMENT": A Contract modification signed by the Contractor and the Director that provides for a change of Contract provisions.
- e. "CONTRACTOR" or "CONSULTANT": The entity that enters into the contract with the County to perform consulting services.
- f. "COUNTY" or "OWNER": Montgomery County, Maryland, a body corporate and politic and a local subdivision of the State of Maryland.
- g. "COUNTY PROJECT MANAGER": The person designated by the Contract Administrator to serve as contact for day-to-day communication with the Consultant .
- h. "DIRECTOR": The Director, Department of General Services. The Director is the Contracting Officer for the County.
- i. "NOTICE TO PROCEED": A written communication to the Contractor from the Contract Administrator directing commencement of the Services or portion thereof, or a particular Task or portion thereof.
- j. "SERVICES": The work to be performed by the Consultant under the Contract, consisting of the Basic Services described in the Contract and any authorized Additional Services.
- k. "STUDY": The Master Facilities Confinement Study, the scope of which is outlined under Basic Services.
- l. "TASK": A specific component of the Services, as further defined in Section G and Attachment "J" of this solicitation.
- m. "USING DEPARTMENT HEAD" or "DEPARTMENT HEAD": The Chief, Division of Building Design and Construction, Department of General Services.

2. BACKGROUND / INTENT

Montgomery County, Maryland intends to use this solicitation to select, and enter into a contract with, a qualified consultant team for the preparation and completion of a Master Facilities Confinement Study. The Consultant selection methodology is further explained in Section E.

A. Introduction

Montgomery County, Maryland is issuing this solicitation for a Master Facilities Confinement Study that will impact both correctional operations and the larger criminal justice system in Montgomery County, Maryland. At all times this should be seen as a multi-agency endeavor involving key stakeholders in the day-to-day practice of both correctional operations and wider criminal justice interface with the full range of partner agencies and organizations. Offerors should read this RFP in the context of collaborative criminal justice operations, which characterize the way business is conducted in this public policy area in Montgomery County, Maryland.

Criminal justice/stakeholder participation must always be a point of consideration. At a minimum this would include referencing and understanding involvement of the following key stakeholder components:

- Montgomery County Department of Correction and Rehabilitation (County);
- Montgomery County Department of Police (County);
- Montgomery County Sheriff's Office (County);
- State's Attorney's Office – Prosecutor (County);
- Montgomery County Circuit Court (County/State);
- District Court of Maryland for Montgomery County (State);
- District Court Commissioners – District Court of Maryland (State);
- Office of the Public Defender – Montgomery County Office (State);
- Criminal Justice Coordinating Commission (County);
- Department of Health and Human Services – Behavioral Health Screening, Reentry and Substance Abuse Programs (County);
- Maryland Division of Parole and Probation – Montgomery County Offices - Department of Public Safety and Correctional Services, DPSCS (State);
- CountyStat, Office of the Chief Administrative Officer (County);
- Office of Management and Budget (County);
- Department of Technology Services (County);
- Department of General Services, Division of Building Design and Construction (County);
- Office of Intergovernmental Relations (County);
- Office of the County Attorney (County);
- Montgomery County Council (County); and
- Municipal Police Departments – City of Gaithersburg, City of Rockville, Takoma Park and Village of Chevy Chase.

This is not a list of desirable linkages, but indeed a stakeholder list that is fully functional in Montgomery County. Cross-agency collaboration is a core element of criminal justice practice. Sensitivity to both core correctional practices and other stakeholder agencies is a mandated requirement in submitting a response to this RFP. To be even more direct – while the project at hand is supporting the construction of a new criminal justice complex with strong jail components - systemic criminal justice operations must be considered at all times. This is not to be a theoretical, textbook consideration, but must reflect documented best practices that impact population outcomes and carry a strong potential for improving cross-agency collaboration. While all stakeholder agencies have their own core mission with strong legal, operational and organizational elements, working together speaks volumes about efficiency, cost containment and best practices without challenging either public safety outcomes for the residents of Montgomery County or contradicting the legal mission of any individual stakeholder agency.

B. Montgomery County, Maryland – An Introduction

Montgomery County Maryland is located in west central Maryland. The County is bordered to the south by the nation's capital, Washington, D.C., to the west by the Potomac River and Virginia, to the north by the Maryland counties of Frederick and Howard, and to the east by Prince George's County. The County is considered part of both the Washington Metropolitan Area and the Baltimore-Washington Metropolitan Area. Montgomery County has a total of 507 square miles, 496 square miles of land and 12 square miles of water.

It is the most populous of Maryland's 23 counties and Baltimore City, with a population of more than 971,000. At \$92,213, Montgomery County has the 13th highest median household income in the United States and the second highest in the State after Howard County.

Montgomery County was granted a charter form of government in 1948, and adopted its present County Executive/County Council form of government in 1968. That change became effective in 1970 with the election of the first County Executive and County Council. The Montgomery County Department of Correction and Rehabilitation (DOCR) was created during this transition and received its first full year operating budget in 1972. The County is currently governed by the County Executive and a nine-member County Council – five elected by residential district and four elected at-large.

Montgomery County is the epicenter for biotechnology in the Mid-Atlantic region. It is the third largest biotechnology cluster in the United States, with biomedical research being carried out by institutions including Johns Hopkins University, Montgomery County campus, the Howard Hughes Medical Institute, the University of Maryland, and federal agencies including the National Institutes of Health, the Walter Reed Army Institute of Research, and the Food and Drug Administration.

The County is also home to many other federal agencies including the National Oceanic and Atmospheric Administration, Nuclear Regulatory Commission, Department of Energy, National Institute of Standards and Technology, the Walter Reed National Military Medical Center (formerly the Naval Medical Center), the Consumer Product Safety Commission and the National Geospatial-Intelligence Agency. The County is also the base for many large firms including Discovery Communications, Coventry Health Care, Lockheed Martin, Marriott International, GEICO, MedImmune, and Hughes Network Systems.

Montgomery County includes the incorporated cities of Rockville (the County seat), Gaithersburg, and Takoma Park. There are also 12 incorporated towns and four villages, with the most recent being the Village of North Chevy Chase, incorporated in 1996. The most urbanized areas of the County are the unincorporated areas of Bethesda and Silver Spring, both of which are also major business hubs. The most populous, unincorporated area of the County is the up-county area identified as Germantown. With the expansion and development of these once rural northern and western parts of the County, the majority of the County's population now resides in the Gaithersburg/Germantown portion of the County.

In the past decade, Montgomery County has continued to become an increasingly culturally and linguistically diverse County. The 2010 census notes the following population break-out:

White	49.3%
Black/African American	16.6%
Hispanic/Latino any race	17.0%
Asian/Pacific Islander	13.9%
Native American	0.4%

Montgomery County has the largest Hispanic/Latino population in the Baltimore/Washington region. The County school system is the largest in the State and the 16th largest in the United States, with students representing 164 countries, speaking 184 languages. One out of three Montgomery County residents was born outside of the United States.

Montgomery County is experiencing demographic shifts similar to those being experienced nationwide. The most recent census data reflects that Montgomery County has an aging population and is now a minority, majority population, as Caucasian, non-Hispanic whites now make up less than 50% of the population. In addition, the percentage of the County population below the poverty line has risen and is now 6.8%, above the regional value of 6.1%. The County's 95 family shelters and all single adult shelter beds continue to be at capacity, and requests for home energy assistance and emergency housing continue to increase.

C. Montgomery County Correctional Facilities and the Pre-Trial Services Division

1. Montgomery County Detention Center (MCDC): This facility was built in stages from the early 1960's until the early 1990's. In the past it served as the sole jail facility for the adult correctional system. Since 2003 until the present it has served as the booking, intake and release facility for both law enforcement arrests and DOCR booking and initial processing for all new prisoners. The facility is approximately 120,000 square feet. All of its building systems are in a state of major disrepair and the County intends to replace the MCDC facility at its earliest opportunity with a new criminal justice complex (CJC).

MCDC is a core element of the adult criminal justice system. It is located at a midpoint in the Montgomery County geography, making it perfectly sited as a central booking facility. While in need of replacement as the cost of renovation comes close to the cost of a new facility, it represents best practices for both law enforcement and correctional operations. The facility is the location of the central processing unit (CPU). The CPU processes approximately 15,000 arrestees per year, 99 percent of all arrests completed in Montgomery County where booking is required. Bookings continue to grow at an incremental rate. The CPU operates 24/7 under DOCR to receive and book all police generated admissions. MCDC also hosts the District Court of Maryland – Commissioners who conduct initial bail hearings 24/7 for most cases brought to CPU by law enforcement agencies. Hearings are properly conducted and can result in release on bail, personal recognizance release, assignment to pre-trial supervision or retention in pre-trial detention pending judicial review the following day during the week (Monday – Friday) or Monday if a booking occurs over the weekend. District Court Commissioners operations are an intrinsic element in population management, as many arrestees are released shortly after booking. All individuals retained after booking receive a mandatory video bond review hearing by a District Court Judge with public defense present and screening recommendations made by the pre-trial assessment unit, co-located at MCDC.

District Court Commissioners must also be accessible to the public as their offices also receive public criminal and civil complaints and process bonds posted by members of the public on behalf of persons incarcerated. Approximately fifty percent of all booked detainees are released on bail, personal recognizance, dropping of charges, or placement on pre-trial supervision within the first 5-6 days after arrest. MCDC is a beehive of positive judicial, correctional and legal process activity. While literally falling down, its perfect location and positive program environment drive the need for facility replacement at the earliest possible date to serve the entire criminal justice community.

This Master Facilities Confinement Study, as discussed later in this section, reflects the initial step to replace MCDC with a new CJC. In order to receive up to 50 percent State funding for the project, this Master Facilities Confinement Study is a mandatory requirement.

2. Montgomery County Correctional Facility (MCCF): Opened in 2003, this 1,200 bed maximum security adult jail facility is located in Boyds, Maryland approximately 16 miles from the MCDC location in Rockville. It was built as a state of the art facility and remains in excellent condition. It is in need of detention electronic upgrades that simply recognize system impacts over time in a well-managed security environment. The MCCF receives both sentenced inmates and pre-trial defendants who generally have not made bail or been released under pre-trial supervision within the first four days after arrest or sentencing. The jail model has served Montgomery County very well. MCCF receives no direct admissions and all transfers are conducted by the Montgomery County Sheriff's Office on a regularly scheduled basis several times weekly. Exceptions would include severe mental health situations, very high security cases or extreme disciplinary problems that are transported immediately from MCDC to specialized housing units at MCCF.

MCCF is a full service jail with all American Correctional Association (ACA) accredited program elements and security/operational components. No renovation is planned other than detention electronics, as the facility is in excellent condition. The building contains general population housing for men and women, Crisis Intervention Unit for seriously mentally ill prisoners, substance abuse therapeutic community housing units, youthful offender residential and program unit, medical treatment and residential areas, dietary preparation and food storage, maintenance and warehouse areas, and

other operational elements. Programs are a critical component of correctional operations in Montgomery County and the MCCF facility houses numerous programs to include: adult basic education, GED, ESL, computer skills and training, workforce development/reentry job placement, substance abuse treatment, faith community programs, volunteer programs (over 400 screened and approved volunteers), a comprehensive library which is a formal component of the Montgomery County Public Library system, community support workforce programs and other program elements.

3. Montgomery County Pre-Release Center (PRC) – The Pre-Release and Reentry Services Division (PRRS) of the DOCR is a 33 year old community based reentry focused correctional facility in lower Rockville. It is literally part of the major commercial center of Montgomery County immediately off Maryland Route 355 (Rockville Pike) and one long block from the White Flint Metro. It houses the largest pre-release, reentry and work release program in the State of Maryland, either County, State or Federal. The physical plant, with four housing units, holds male and female sentenced prisoners within their last 12 months until release. The average length of stay is 4-5 months and entry into job search, work force development and other evidence-based elements of reentry starts at once. The physical building holds up to 164 offenders and on a typical day 10-15 on home detention. The PRC is the home of reentry and community corrections in our adult correctional system.

The majority of participants come from the MCCF or other elements of the County criminal justice system. In the past the facility held cases from state prisons, but that program ended virtually without notice when the State noted funding difficulties that is now being reviewed as part of a larger reentry assessment in Maryland. The Federal Bureau of Prisons finds the facility to be an excellent program option. Upwards of 40 federal prisoners returning to this region (Maryland, Virginia) are held at PRC and may be returned to the Bureau of Prisons should any serious disciplinary problems arise.

Programs at the PRC have a long and evolving history, especially as new evidence-based practice literature enters the operational field and is digested and integrated into the work plan by PRRS staff. PRC makes significant use of community based programs and operates many other program elements within the facility. Internally managed programs include workforce job assessment, computer-based education, digital skills training for the work place (Second Chance Grant), job awareness and job readiness training, resume building, traditional elements of work release, faith community groups, reentry mentoring, and adult basic education. It is a rigorous program where every participant is deeply involved in job awareness development, job search and job participation. Family visiting and family groups are another part of the program, all based on skill building to assist in reentry efforts.

The physical plant is aging, but beautifully designed and located. New cooking facilities and equipment are certainly needed and are part of the County's CIP program. Further building improvements will be needed, but the basic structure is sound and could not be located in a better place to facilitate access to work force opportunities in Montgomery County and beyond. No crime is excluded from the PRC selection process with a single exception – any prior escape from a community corrections program. The State's Attorney's Office (SAO), however, remains concerned about including persons convicted of crimes of violence and handgun offenses as among those eligible for PRC.

4. Pre-Trial Services Division: The Pre-Trial Services Division (PTSD) is responsible for assessing newly arrested defendants for the possibility of release from incarceration while awaiting trial, and for supervising these defendants in the community, insuring compliance with conditions of bond release. The PTSD also provides supervision and monitoring for defendants offered diversion from trial in exchange for satisfactorily completing a community service or substance abuse program. There are four programs within the PTSD: the Pre-Trial Assessment Unit, the Pre-Trial Supervision Unit, Alternative Community Services, and the Intervention Program for Substance Abusers.

The Assessment Unit is housed at MCDC and is responsible for assessing bail release eligibility for new arrestees who have been unable to make bond. Staff interviews each arrestee and verifies personal information, analyzes criminal histories, and formulates recommendations to the Court to assist the judge in making informed bond decisions.

The Supervision Unit provides monitoring of court-ordered bond conditions for defendants released to the community while awaiting trial. Supervision staff report violations to the courts and provide reminders to defendants for their court appearances. The unit maintains a failure to appear rate of less than 3%.

The two diversion programs, Alternative Community Services (ACS) and Intervention Program for Substance Abusers (IPSA), are generally for first offenders charged with misdemeanor offenses. Defendants successfully completing these programs are eligible to have their charges expunged.

D. Study Issue Areas

1. Supporting a Process Leading to the Construction of a New CJC to Serve the Criminal Justice System in Montgomery County: Since beginning operation in 1961, the MCDC on Seven Locks Road in Rockville, Maryland has been a workhorse facility, handling criminal justice issues and corrections operations for 50 years. Physical plant modifications and additions have been made on five occasions, and, as of the time of this RFP the facility demands replacement and is being patched until the new CJC can be constructed.

The current MCDC began as the full service jail for Montgomery County and ultimately held as many as 860 inmates, both pre-trial and sentenced, for periods not to exceed 18 months under Maryland statute. Police booking procedures were radically altered for the positive in 1995 when the facility became the location for a CPU. On average, 15,000 arrestees are brought to the CPU for arrest booking and processing so police can return more quickly to patrol duties. The CPU is located in a modified modular unit and operates as an appendage to the jail. It is technically not part of the jail, and arrestees are not transferred to jail custody until such time as the arrestee does not make bail, is held without bail, or is a direct jail admission.

In 2003, after completing extensive capital and program reviews and after receiving State funding, Montgomery County opened the new MCCF – 16 miles north of Rockville, right off of I-270 in Boyds, Maryland. This state of the art direct supervision local correctional/jail facility handles all formally booked prisoners/arrestees/detainees who were not released within the first 48-72 hours from the jail in Rockville. The new facility has served the County in a superior manner and is the main jail facility for the County. It is nationally accredited by the ACA at a level of 100 percent, by the National Commission on Correctional Health Care (NCCHC) at 100 percent and the Correctional Educational Association (CEA), also at 100 percent. The facility is fully accredited by the Maryland Commission on Correctional Standards (MCCS). The MCCF as a physical correctional element is not the subject of this Study, but is described herein to provide additional information to those seeking to respond to this RFP. It is not overcrowded due to significant pre-trial program initiatives and existing alternatives to incarceration and the operation of a significant reentry program carried out in the community – Montgomery County PRRS.

When the new MCCF correctional facility was opened in May 2003, Montgomery County became essentially a two-jail operation, as called for in formal planning and formal resolution from 1995. This created a plan for a booking, arraignment, release and CPU in Rockville (MCDC), with a maximum capacity of 200, and the larger MCCF for the longer staying population with a maximum capacity of over 1,000.

The Rockville intake and central processing facility with very short lengths of stay was ideally located for police and public access in the middle of the County right off Interstate 270. Central processing operations have been enormously productive, limiting police officer time spent in the arrest booking process thus supporting their swift return to street operations. Those arrestees, who do not make bail, are not released on recognizance or do not have charges dropped are booked into the jail system at this facility and remain for approximately 48-72 hours unless otherwise released. Intake processing and assessment, and behavioral health screening/medical screening are completed at MCDC using best practices of ACA, NCCHC and the MCCS. Pre-trial release screening is also conducted with video bond reviews at 1pm each weekday for pretrial inmates not yet released from custody. The Rockville based MCDC, now focused fully on intake, release, and central processing operations, is the facility for which

State funding for replacement will be sought. This is the primary focus of this Master Facilities Confinement Study.

A previous renovation plan for the MCDC was halted and then cancelled by the County Executive in 2008-2009. The County Executive determined, after considerable review, that it made no fiscal or operational sense to seek to spend millions of dollars on trying to renovate an aging facility whose time had come for replacement. The County Executive and all major stakeholder parties agreed that a new detention facility serving multi-agency criminal justice needs would be built and would replace in total the existing MCDC. Renovation costs projections had escalated dramatically during the later part of the first decade of the new millennium making any renovation both enormously expensive and likely not resolving structural and building system deficiencies. This decision by the Executive Branch of the Montgomery County Government (to halt renovation) was supported by the Montgomery County Council, leading to the current work to plan, design, fund, and bring on line a new criminal justice facility (CJC). This is the current project of which the Master Facilities Confinement Study is a core element.

A Program of Requirements (POR) regarding all spaces and needs within the proposed CJC will be developed as the first task under an A/E contract for design services for the CJC. It is anticipated that an A/E will be selected in early 2012. Together with this Master Facilities Confinement Study, Montgomery County will have the basic core elements it needs to proceed with this capital project. Assessment and evaluation of the physical plant of MCDC is not a topic or requirement of this RFP, for that already has been decided and a site has been identified. The new CJC will be located immediately adjacent to the current facility in Rockville, Maryland, directly off of Interstate 270 at exit 5.

2. Meeting All Specific Program Requirements to Seek Partial State Funding of the CJC from the MDPSCS – Division of Capital Construction and Facilities Maintenance: Local county government in Maryland has been exceptionally fortunate for well over two decades, given the existence of a State funding method to assist in the construction of new local jail capital projects. This unique statutory program has been responsible for supporting many county jail projects, including new construction, bed space expansion and central service improvements over these many years. Both the aging and proposed to be replaced MCDC and the recently constructed MCCF were built in part with significant funding provided by this State program. Montgomery County will again proceed to seek State funding (generally up to 50 percent) under this program. The Local Jails Capital Improvement Program and its application is a highly respected and analytical effort, not simply to build more jail cells but to link construction and capital improvement needs with program analysis and documentation of alternative to incarceration and all other efforts to diminish capacity expansion within the context of rational public safety decision making.

The Office of Capital Budgeting – State of Maryland Department of Management and Budget conducts all formal screening, review, and the making of recommendations submitted to the Governor and the General Assembly of every element of projects that seek funding through the Local Jail Capital Improvement Program. In order for a project to be considered, two major elements must be completed and submitted:

- a. POR for the proposed capital project;
- b. Master Facilities Confinement Study documenting programmatic justification and the existence of a meaningful capital plan.

The Master Facilities Confinement Study is the sole focus of this RFP. The Study will respond to and engage those elements outlined and required under the Local Jails Capital Improvement Program. For the benefit of future decision making, an even more in depth review will be conducted under this offering. The last detailed formal master facilities confinement review and population projections were completed when State funding was sought and received in the mid-1990s. Since the requirements are clear and the County cannot proceed to seek State funding without a Master Facilities Confinement Study, the time is appropriate and directly on-point to the current review at the very same time that project specifications are underway through the POR process.

Those seeking consideration under this RFP can review the entire Local Jails Capital Improvement Program – Policy and Procedures Manual, last revised in January 2007, at the following website: http://www.dpscs.state.md.us/aboutdpscs/pdfs/Local_Jails_Manual2007.pdf. While the Policy and Procedures Manual spends considerable space on technical application requirements and construction cost data that is not part of this RFP, it is felt appropriate to bring to the attention of all potential consultants the larger context of the State funding effort that is central to this RFP. Of particular importance for the purposes of the Study is Chapter 3: “Formalized Planning Process,” which is included in this RFP as Attachment “M”.

When the Maryland Legislature revised, upgraded and improved the capital funding template for county jails, it was clear that in addition to construction issues “local efforts to fully implement alternative to incarceration programs” were made a mandatory requirement. State funding, as previously noted, was not simply a capital request, but needed full justification in terms of inmate population analysis/projections, assessment of current conditions, alternative to incarceration programs and their potential impact on the projected inmate population, and capital improvement planning. While a Master Facilities Confinement Study has enormous value in itself as a planning tool, in Maryland it is a mandatory requirement for seeking State funding of some portion of a proposed capital jail project.

Chapter 3 of the Local Jails Capital Improvement Program – Policy and Procedures Manual (January 2007), as cited above, contains all of the elements that must accompany a County application for State funding in addition to the POR. Mandatory topics include:

- a. Assessment of current conditions;
- b. Inmate population projections;
- c. Alternative to incarceration programs and potential impact on the projected inmate population;
- d. Capital improvement plan.

Some elements of the formalized planning process, such as deficiencies in the physical plant of the MCDC, have already been concluded by the county and will not be part of this specific project. The County will prepare the analysis of current operations and management of the facility through evidence based commentary driven by the meeting of the highest voluntary national standards and mandatory State correctional standards.

This RFP mandates a detailed study of inmate population projections following every element of the Chapter 3 requirements of the Local Jails Capital Improvement Program. These elements will be reiterated later in the Scope of Work for this study. This RFP also covers full completion of the requirements to identify alternatives to incarceration programs and their potential impact on the projected inmate population. These requirements of Chapter 3 will also be formally stipulated in the Scope of Work later in this document.

The final section in Chapter 3 is for a capital improvement plan. It will be the responsibility of the Consultant to complete this as part of the contract after all other elements have been completed and full data is available to meet the State reporting requirement.

3. Criminal Justice Systems Improvements That Could Impact Population Projections and Improve System Operations Cross-Cutting All Major Stakeholder Involvement: As noted previously, Montgomery County intends to use the Master Facilities Confinement Study both to seek partial State funding for the new CJC and to improve the operation of the criminal justice system with a major focus on process improvement and population management (size and scope). This portion of the contract will require a detailed analysis of the entire pre-trial process, cross-cutting core agencies.

While pre-trial operations are considered very efficient, there is always room for improvement, and the selected Consultant is expected to engage this area vigorously following the best practices available in the area of pre-trial process and procedure. National expert involvement will be mandatory and require documentation as it will be in every element of the proposed Study. Pre-trial justice issues are making a return to national importance in the same manner that offender reentry has become an issue of national

priority in the corrections field. Stakeholder meetings, both individually and in groups, will be required to isolate any and all areas where pre-trial program opportunities and bail options and practices have either been missed, not fully understood or can be improved upon to impact both reduced bed space utilization and public safety considerations. While the average daily population (ADP) for the adult correctional system in Montgomery County is one of the lowest per capita systems in the country there is always room for improvement without engaging public safety considerations in an inappropriate manner. Any consultant seeking this contract must consider it an obligation to bring to the County's attention any areas of practice and process that can be improved upon or that need group attention.

Included as Attachment "N" is an explanation presented to stakeholders on the Master Facilities Confinement Study and how it will be used to both seek State funding and isolate improvements in criminal justice practices (Master Confinement Study – Seeking State Funding for Capital Construction in Corrections and Program Review to Ensure Best Practices are in Place: Seeking Your Involvement, June 30, 2011). This is included as a demonstration on how focused Montgomery County is in seeking any and all improvements that can be utilized to become part of or guide County practice in the area of pre-trial program and process and any diversion options to further remove individuals in a safe and effective manner from formal criminal justice action and incarceration. This follows long standing diversion programs within the Montgomery County DOCR including Alternative Community Services (ACS) and Intervention Program for Substance Abusers (IPSA).

Put directly, is the County criminal justice system missing a best practice or evidence-based practice option that will impact further population management, including identifying other special populations that could be targeted for diversion?

The same level of review and analysis will focus on sentencing alternatives – not a laundry list – but options where further population moderation could follow. DOCR operates the largest community corrections – offender reentry program in Maryland at the PRC to include traditional work release, expanding evidence-based options for reentry and home confinement. The PRC has a well vetted program, but improvements are always possible that could impact population projections for the system and expanding opportunity without expanding the social net in any manner. The issue is greater use of PRC beds for County prisoners.

The department abolished jail-based weekender incarceration in November, 2010, with support of the District Court. It was replaced with weekend community service in the Silver Spring Urban District, and has been a security and programmatic success since its inception. The SAO was informed of this change and has expressed some reservations about the change. This change demonstrates a commitment to our ongoing internal program analysis to add real value to the system and at the same time minimize costs and bed space utilization that can be handled in a more effective manner.

The PRC operated by our PRRS Division holds full voluntary national accreditation from the ACA and full mandatory accreditation through the Maryland Commission of Correctional Standards. Population data and screening criteria for all sentenced alternative programs is available to the Consultant when work on the Study is begun.

As of the date of this RFP, the Montgomery County DOCR averages 61% pre-trial and 39% sentenced populations. This speaks to the importance of policy and process review in each area with a determined intensity in both to maximize space utilization in a safe and efficient manner.

4. Other Observations Flowing from the Consultant Analysis or Issues and Requirements that Would Improve Operations: It is noted again that this project is both to facilitate seeking State funding and to further improve criminal justice operations in search of a minimum bed space footprint without contradicting public safety outcomes. This Study will have provided the County with solid information about criminal justice operations that impact jail bed space utilization within Montgomery County. The County seeks to learn of any other issues, concerns, opportunities or other considerations that the Consultant would recommend to Montgomery County for program consideration and possible utilization. This entire effort reflects the commitment of Montgomery County and its criminal justice stakeholders to

ongoing review analysis and improvement of operating practices that impact population projection levels and capital needs.

The selected Consultant will present an expert team with national level credentials in designated areas. The work in this element of the Study will further reflect an applied literature review of major areas of practice, evidence-based studies in this area of focus and national organizational work from groups such as:

- a. National Institute of Corrections;
- b. Pre-Trial Justice Institute;
- c. National Center for Court Innovation;
- d. American Parole and Probation Association;
- e. American Jail Association;
- f. National District Attorneys Association;
- g. National Sheriffs' Association;
- h. National Judicial College;
- i. US Justice Department – Bureau of Justice Assistance;
- j. Pre-Trial Justice Symposium, 2011, facilitated by US Justice Department and Pre-Trial Justice Institute;
- k. American Correctional Association;
- l. National Association of Criminal Defense Lawyers.

E. Montgomery County Criminal Justice System Stakeholders

1. Description

- a. Criminal Justice Coordinating Commission (CJCC): The CJCC is a 34 member commission created by the Montgomery County Code (as amended 3/04). The CJCC resides under the Office of the Montgomery County Executive, and promotes the orderly coordination and communication of criminal justice policies among the multiple criminal justice and law enforcement agencies in the County. The commission provides analysis and information to support the activities of these multiple agencies, as well as evaluating the adequacy and organization of law enforcement and the administration of justice in the County.

The purpose of the CJCC is to evaluate the organization and adequacy of law enforcement and the administration of justice in the County; at the request of the County Executive or Council, review and comment on programs proposed by law enforcement and criminal justice agencies for: long term impacts on the criminal justice system; feasibility; and implementation issues. The CJCC is also tasked with, among other duties, responding to requests from the Executive, Council, or judicial system for any analysis concerning criminal justice programs; educating the community about law enforcement, crime prevention, re-entry of persons to the community, and other justice-related issues. A full description of the CJCC can be found on the Montgomery County website: <http://www.montgomerycountymd.gov/mcgtmpl.asp?url=/content/CJCC/index.asp>

- b. Department of Correction and Rehabilitation (DOCR): The DOCR is a civilian corrections agency, part of the executive branch of the Montgomery County government. The department is a comprehensive correctional system composed of a Detention Services Division, PRRS and a PTSD. The department manages three confinement facilities – MCDL, MCCF and PRC, described earlier in this document. The current average daily population for the confined population (MCDL, MCCF and PRRS) is 1,006. The PTSD supervision total caseload averages 529. Diversion program total caseload averages 1,352. The department's FY2012 operating budget is \$61,187,930. DOCR is allocated 509 full-time and five part-time positions.

In accordance with State statute, persons can be sentenced to DOCR for a maximum of 18 months. Any sentences exceeding 18 months must be served in the State prison system. Sentencing is an independent judicial prerogative yet it is part of criminal justice operations; so it must be reviewed as a valid data element by the Consultant. Less than 50 percent of all

sentences in Circuit Court result in a State prison sentence. The programs offered by the DOCR truly mirror an active larger State correctional system. In Montgomery County after security considerations have received careful and steadfast attention, inmate growth and self development is a core element of local operations.

The Consultant will need to carefully review macro jail population data, for it may appear that for a County of almost one million residents the Average Daily Population (ADP) is surprisingly low. Attachment "O" includes two basic charts from 2007 to the present showing both a modest population size and growth.

The department continues to develop collaborative relations with other County and private, non-profit agencies in an effort to provide viable alternatives to incarceration and to control the costs of correctional operations. Recently, the department successfully partnered with the Silver Spring Urban District to divert weekend inmates from confinement to a supervised weekend workforce. The department and State's Attorney's Office implemented a preliminary hearing docket that diverts uninsured motorists, persons charged with driving on a suspended license, and persons failing to pay court fines or child support payments to PTSD for diversion and assistance in resolving the issues without trial.

The department instituted a unified command structure for MCDC and MCCF, enabling increased flexibility to move staff among facilities and functions. In the PTSD, the department implemented an automated case assignment system for assigning cases to pre-trial supervision from the jail, reducing processing time and increasing document accuracy, and implemented a new risk assessment tool, increasing the number of defendants placed under community supervision.

- c. Police Agencies: The Montgomery County Police Department is the primary law enforcement agency for the County. The department employs 1,159 sworn police officers and 600 civilians. The CPU is operated on behalf of the Police Department by the DOCR, and utilizes the police automation systems (E*Justice and packet writer) and the first phase of the new corrections automation system, the Correction and Rehabilitation Information Management System (CRIMS).

From January to June 2011, arrests totaled 6,469, down 6% from the same period in 2010. Second quarter statistics also reflect a drop in both Part I and Part II crimes in 2011, with rape being the only crime showing an increased incidence of occurrence.

Information on the department is available on the Montgomery County website:
<http://www.montgomerycountymd.gov/poltmlpl.asp?url=/content/pol/index.asp>

Montgomery County is also served by the Maryland State Police, the Metropolitan Transit Police, the bi-county Park Police, and the municipal departments from the City of Rockville, City of Gaithersburg, the City of Takoma Park, and the Village of Chevy Chase. In addition, the County receives arrestees as necessary from Federal law enforcement agencies including the Federal Protective Services and U.S. Park Police. Arrestees from all of these agencies are processed through the CPU.

- d. Montgomery County Circuit Court (MCCC): The Circuit Courts in Maryland are divided into eight geographical circuits. The Sixth Judicial Circuit is comprised of Montgomery and Frederick Counties.

The MCCC is located in Rockville, Maryland – the County seat. The Court has 22 judges who are appointed by the Governor and then must stand for non-partisan election. The MCCC is a trial court of general jurisdiction. Its jurisdiction is very broad, but generally covers major civil cases and more serious criminal matters. The court houses the Family Court and handles all matters pertaining to divorce, and child custody and child welfare. The MCCC also offers two

drug court programs, Adult Drug Court and Juvenile Drug Court. Both are comprehensive treatment programs for adult and youth offenders who have serious drug/alcohol dependency issues.

The MCCC may also decide appeals from the District Court and certain administrative agencies including the Park and Planning Commission. The MCCC is the only court to provide jury trials in Montgomery County.

In FY2010, 6,847 criminal filings were made in the MCCC. Ninety-six percent of the cases were processed within the 180 day case flow time standard set by the State Court administration. Annual reports and statistical data for the MCCC is available at:

<http://www.montgomerycountymd.gov/content/circuitcourt/index.asp>.

- e. Montgomery County Sheriff's Office: The Montgomery County Sheriff is a State elected official under the Maryland Constitution. The Montgomery County Sheriff's Office, established in 1777, engages in general law enforcement, judicial enforcement, prisoner transport, domestic violence intervention, fugitive apprehension and security related functions. Since 1980, the Sheriff's Office has been housed in the Judicial Center in Rockville, Maryland and several other locations throughout the County. The office has 179 employees and is organized into 10 operational sections as follows:
- Administration, which provides leadership and support to the office including policy establishment, recruiting and hiring, training, and internal investigations;
 - Attachment, which is responsible for execution of a variety of writs to satisfy court judgments;
 - Child Support, whose primary assignment is child support enforcement;
 - Courts and Transportation, which is responsible for providing security in Circuit Court courtrooms, transporting and guarding prisoners moving from the County correctional facilities to the various court and correctional facilities statewide, health care facilities, and other institutions. On average the Sheriff manages 20,000 prisoner transports per year;
 - Domestic Violence, acting as the lead agency in Montgomery County for providing assistance to victims of domestic violence, including service of related court orders, arrest warrants, peace orders and related process, and performing welfare checks on victims as necessary;
 - Evictions, in response to District Court writs of possession;
 - Courthouse Security, providing security for the Montgomery County Judicial Center, including K-9 bomb detection on a countywide basis, training and supervision of contractual, uniform security officers;
 - Special Response Team, responsible for responding to high-risk public safety situations; and
 - Criminal Section, locating and arresting approximately 3,000 fugitives per year; and serving all Circuit Court warrants and District Court civil bench warrants.

Additional information on the Montgomery County Sheriff's Office is available at

<http://www.mcsheriff.com>

- f. District Court of Maryland, Sixth District: The District Court of Maryland was created by an amendment to the Maryland Constitution and came into existence in 1971. It is a fully state-funded court of records with statewide jurisdiction. The court's jurisdiction includes all landlord-tenant cases, replevin actions, motor vehicle violations, misdemeanors and certain felonies. In civil cases, the District Court has exclusive jurisdiction in claims for amounts up to \$5000 and concurrent jurisdiction with the MCCC in claims for amounts above \$5000 but less than \$30,000.

The jurisdiction of the District Court is concurrent with that of the MCCC in criminal cases classified as misdemeanors and certain felonies in which the penalty may be confinement for three years or more, or a fine of \$2500 or more. No jury trials are conducted by this court.

Additional information on the District Court is available at the website:

<http://www.courts.state.md.us/district/>

- g. Montgomery County State's Attorney's Office (SAO): The State's Attorney is a Constitutional office whose primary responsibility is the investigation and prosecution of all criminal defendants. The State's Attorney is an independently elected state official, serving as the County's chief prosecutor.

The SAO is staffed with 70 full-time Assistant State's Attorneys, including the elected State's Attorney and two appointed Deputy State's Attorneys. The SAO utilizes a Community Prosecution model, and prosecutors are divided into specific prosecution units. Each unit specializes in a type of crime or geographic area of the County. These units are the Major Offenders Division, Family Violence Division, Special Prosecution Division, Community Prosecution Division, Gang Division, Felony Trial Division, Juvenile Court Division, and District Court Division.

Additional information on this office is available at
<http://www.montgomerycountymd.gov/saotmpl.asp>

- h. Office of the Public Defender (PD): The PD was created by the Maryland Legislature on July 1, 1971, and began operations in 1972. The Chief Public Defender is appointed by a Board of Trustees, and serves a six year term. The 12 District Public Defenders are appointed by the Chief Public Defender with approval of the Board of Trustees. The district office is responsible for the representation of all eligible, indigent defendants in the District and Circuit Courts within the geographic boundaries.

In 2010, the average Circuit Court caseload for the County's PD was 132 per attorney. The District Court caseload average per attorney was 1,463, well above the Caseload Standard for Suburban District Court cases of 705 annually.

Additional information on the Office of the Public Defender, including the 2010 Annual Report, is available at <http://www.opd.state.md.us>

- i. Maryland Division of Parole and Probation (MDPP): In Maryland, Parole and Probation is a State function. The agency is part of the Maryland Department of Public Safety and Correctional Services. There are three Parole and Probation offices in Montgomery County, including one which also houses the Drinking Driver Monitoring Program (DDMP), which is part of the MDPP.

In addition to supervising parolees, probationers and those on mandatory release from the Maryland Division of Correction, the agency also conducts pre-sentence investigations and supervises persons court-ordered into the DDMP. A community supervision enforcement unit monitors offenders on home detention and operates a warrant apprehension unit to bring in offenders who are violation of their terms of supervision.

Additional information on this agency is available at
<http://www.dpscs.state.md.us/agencies/dpp.shtml>

2. Previous Studies:

- a. **Model Recalibration, Montgomery County Jail Model**, December 9, 1994, Institute for Law and Justice. This is a prior population projection study included as Attachment "P".
- b. Memorandum from the Office of State's Attorney, November 30, 2011 – **September 2011 Grand Jury Term Report of Correctional Facilities** included as Attachment "Q".

3. Definition of Terminology

Acronyms used throughout this document include the following:

ADP – Average Daily Population

ALOS – Average Length of Stay
ACA – American Correctional Association
CJC – Criminal Justice Complex
CJCC – Criminal Justice Coordinating Commission
CPU – Central Processing Unit
CRIMS – Correction and Rehabilitation Information Management System
DGS – Department of General Services
DTS – Department of Technology Services
DOCR – Department of Correction and Rehabilitation
HHS – Health and Human Services
MCCC – Montgomery County Circuit Court
MCCF – Montgomery County Correctional Facility
MCCS – Maryland Commission on Correctional Standards
MCDC – Montgomery County Detention Center
MCP – Montgomery County Police
MDPP – Maryland Division of Parole and Probation
MDPSCS – Maryland Department of Public Safety and Correctional Services
NCCHC – National Commission on Correctional Health Care
OMB - Office of Management and Budget
PD – Office of Public Defender
PRC – Montgomery County Pre-Release Center
PRRS – Pre-Release and Reentry Services
PTSD – Pre-Trial Services Division
SAO – State's Attorney's Office

3. PROJECT SCOPE

The Master Facilities Confinement Study will focus on the following issue areas:

- Analysis supporting a process leading to the construction of a new CJC that will replace the existing MCDC and Police CPU operated and managed by the DOCR for all law enforcement agencies that conduct operations in Montgomery County. The CJC will serve critical correctional and criminal justice needs including but not limited to arrest booking, central jail intake, offender arrival, offender initial appearance, video bond review, initial classification, and releases from the Montgomery County DOCR;
- Analysis addressing the appropriate timetable for expansion of the MCCF. The MCCF has a maximum capacity of 1,200 and at the present time is not overcrowded. The facility was built with sufficient infrastructure (building systems, HVAC, kitchen and laundry capacity, etc.) to accommodate two additional housing units totaling 128 additional beds. This Master Facilities Confinement Study shall advise the County in the capital planning section when those beds need to be projected to come on line to handle public safety needs of the criminal justice system. The infrastructure is in place already; this Study will advise when the bed space should be ready and when that process should begin;
- Analysis addressing screening options at the PRRS. The 164 bed facility is a stand-alone, minimum security facility for offenders who are nearing release. Not all beds are filled with County prisoners. The Master Facilities Confinement Study shall consider screening options that might expand local bed space utilization or other possible uses for 10-20 beds at the PRC site;
- Analysis and report meeting all specific program requirements from the Maryland Department of Public Safety and Correctional Services (MDPSCS) – Division of Capital Construction and Facilities Maintenance to secure State of Maryland participation in the funding of this new major CJC. These requirements include but are not limited to: assessment of current conditions, inmate population projections, alternative to incarceration programs, potential improvements to multi-agency aspects of pre-trial process, sentencing alternatives and capital improvement plan;

- Recommended criminal justice system improvements that would impact population projections and improve system operations cross cutting all major stakeholder involvement, including review and analysis of sentencing alternatives; and
- Other observations and recommendations flowing from the analysis of issues and requirements noted above and discussed below that would improve system operations and are warranted by a survey and expert knowledge of best practices, data-driven outcomes and evidence-based practices.

Assessment of the current conditions of the physical plants is NOT part of the scope of work of this RFP. Should potential consultants wish to have a tour of the DOCR physical plant (MCDC, MCCF, PRC and Montgomery County Pretrial Services), an optional group tour will be provided on the morning of the pre-bid conference. Those attending must provide their own transportation. The tour will take four hours. Please see page 1 of this solicitation for specific information.

It is required that the Consultant shall perform the following work and provide any resulting analyses as part of the final deliverables:

A. Review and analyze existing documents and information

Review, evaluate, and organize all County-provided information and other available related documents, such as jail population data, policies and procedures, and other documents appropriate to this Study.

B. Identify the Major Factors Driving the Demand for Correctional Beds

The Consultant must examine the various factors contributing to the growth of the jail population in Montgomery County. This will require stakeholder interviews, information gathering and analysis of policies and practices of the criminal justice system. Stakeholder agencies are listed in Section C, 2.A.

The Study must examine, but not be limited to:

1. Population trends
2. Inmate population projections must include projections of detention days, average daily population (ADP) and average length of stay (ALOS). Projections also must be made of the housing types required over the next twenty years.
3. Inmate gender trends
4. Crime trends and impact on the correctional system
5. Trends in felony and misdemeanor arrests
6. Sentencing practices and use of State and County correctional facilities
7. Changes in laws and procedures
8. Practices of agencies in the criminal justice system that directly contribute to jail population
9. Inmate behavioral and medical health trends
10. Proposed changes in Maryland Division of Correction operating strategy, published December 2011
11. Other factors that affect the number of pretrial defendants and sentenced offenders being detained in the County's confinement facilities.

This section must also include Montgomery County's experience with detention alternatives, such as citation releases, bail, own recognizance release, supervised pre-trial release, home detention, electronic monitoring, drug courts, mental health courts, and other forms of diversion that can reduce secure facility requirements.

As part of this examination and analysis, the Consultant must meet individually with other criminal justice and support agencies listed previously in this Section C. In addition, the Consultant must also conduct meetings with multiple stakeholder agencies when group process and group deliberations would facilitate the Consultant's recommendations on process and improvements and new options.

C. Inmate Population Projections

For State funding match, at a minimum, the following data for the previous five years must be utilized in preparing the inmate population projections:

1. Average Daily Population (total, male and female)
2. Last day population (total, male and female)
3. The number of inmates sentenced to 181 to 365 days
4. Average Length of Stay (ALOS) per inmate (sentenced, pretrial, aggregate)
5. Number of intakes per month (total, male and female)
6. The annual growth in the total inmate population (including the projected number of sentenced inmates serving from 181 to 365 days)
7. Supporting documentation describing the methodology used

The following are also required:

8. Gathering and analyzing inmate and general population and jail facilities data for the years 2004 (first full year of two jail operations in Montgomery County) through 2011;
9. Forecasting capacity requirements over a 20-year period at 5-year increments: 2017, 2022, 2027 and 2032;
10. Making presentations to the County Executive, County Council, CJCC and other policy and decision makers as needed; and
11. Final deliverable shall result in a single report titled: "Montgomery County, Maryland Master Facilities Confinement Study."

D. Needs Assessment

Provide a Needs Assessment to include the following:

1. Analysis of the corrections system trends and characteristics which influence planning assumptions about future changes.
2. Description of the current inmate population including age, gender or sexual identification, race, special needs, medical and mental health trends, lengths of stay, crime trends and sentencing practices, changes in law and practices within the criminal justice system and other factors that have affected the number of pretrial defendants and sentenced offenders who are detained in the County.
3. Analysis of performance in using programs which can reduce detention facility requirements.
4. Projections of the impact of existing and recommended alternative sentencing policies and practices on inmate population growth.
5. Cost and benefits projections for any new programs discussed in the assessment, including benchmarking or comparison with like-sized counties.
6. Based on the chart on Attachment "R", very few counties with populations between 900,000 and 1.2 million have low jail ADPs. The Consultant will review the pre-trial methodology and post-conviction options of these few counties to determine if there is something Montgomery County can incorporate into its criminal justice system.

E. Adequacy of Record Keeping, Data Collection and Analysis

The policy world of criminal justice has changed dramatically from thoughtful guesswork, individual inference and single element projections to one of data-driven decision making and real evidence-based practice. (See speech by Attorney General Eric Holder, <http://www.justice.gov/ag/speeches/2009/ag-speech-090709.html>.) DOCR has no planning unit, no analyst, and no research capability, and uses a cottage industry approach to virtually any and all analytical efforts. The Consultant will be required to evaluate areas of need and responsiveness in their report on how DOCR and other criminal justice agencies were able to respond to basic data collection needs for this Study. Such commentary must accurately reflect the ease or absence thereof of collecting basic data elements required so that data could be analyzed and outcomes developed for this Study. This is not a personnel evaluation, but rather a programmatic review – is DOCR

organized and prepared for the new methods of conducting public policy decision making through development and analysis of data?

F. Identify Any Unresolved Issues

This Master Facilities Confinement Study most likely will reveal to the Consultant issues that must be engaged and key decisions that should be made before any new or revised program can be implemented that could impact correctional population levels. (Examples that are illustrative only: 24/7 Pretrial Assessment Screening; Mental Health Court; expand bond reviews to holidays and weekends; use of the State prison system; other suggestions that will come from the Consultant interviews with criminal justice stakeholders and review of quality policy literature.)

G. Alternatives to Incarceration Programs and Impact on Population Projections

In order to qualify for State funding, Maryland counties must make full use of alternatives to incarceration programs. The estimated impact of these programs must also be a consideration in the population projections provided to the State.

Montgomery County has programs in place that meet the State definition of an alternative. Work release, boot camps, DWI and weekender programs are NOT considered as alternatives. Acceptable alternatives include pre-trial release programs, home detention and community service. Montgomery County has these programs in place. In addition, the County also has in place a first offender drug diversion program.

The State submission requires, and the Consultant must provide, the following elements:

1. A description of each alternative to incarceration program in use by Montgomery County, to include the annual number of participants and monthly average caseload of each program for a three year period.
2. Justification as to why additional alternatives have not been implemented.
3. A detailed plan that identifies steps to be taken to increase the number of offenders diverted from incarceration; and the projected number of annual participants and the monthly average caseload of each program for a three year period.

H. Recent Maryland Appeals Court Decision, January 2012

An unusual dimension entered the calculus of criminal justice process in Maryland in January, 2012. The Court of Appeals (highest Court in Maryland) issued an opinion in the case of DeWolfe v. Richmond that will impact every county in this state. At face value, it appears that a public defender will be required to meet every single arrested person entering the CPU prior to being seen and bail established by a District Court Commissioner. This decision is scheduled for implementation February 16, 2012, but that date may be altered as conditions warrant.

The Consultant must review the decision, any changes in the decision from a legislative or judicial perspective and operational implications as they relate to the nature of this Study. The Consultant shall seek to determine if the decision will have any impact on ADP, bookings or even ALOS. This will be a work in progress, as it is a brand new outcome of judicial decision making.

I. Capital Improvements Plan

In order to secure State funding for capital projects, the State of Maryland requires a capital improvement plan. Based on an evaluation of current condition, projected inmate population, and estimated impact of alternatives to incarceration programs, capital improvements that will be required for the next several years must be identified. The needs must reflect the department's local five year capital improvements plan that is submitted yearly to the State. The plan must include the following information:

1. projected total bed need;
2. planned use for existing correctional facilities and the impact on total bed need;

3. planned use of alternatives to incarceration programs and the estimated impact of the total bed need;
4. the number of new beds needed and the when the additional capacity will be required;
5. a conceptual approach to building the beds and required program and support space (one time effort or phased construction); and
6. estimated cost of each proposed capital improvement project.

The MCCF was intelligently built with core operating systems that will accommodate another 224 beds. After the CJC is completed, County attention will likely be focused on the MCCF build-out and a training unit for the agency. The Master Facilities Confinement Study must advise Montgomery County when it is likely that build-out of the remaining 224 beds or a portion thereof should occur. The Consultant must also determine what programs might diminish the need for these beds within the context of top quality public safety considerations. Community and resident risk is not an acceptable practice – this point will require careful consideration and the Consultant's best work from the data and program elements available. This will be the Master Facilities Confinement Study for both the CJC (replacing the current MCDC/CPU) and the build-out of MCCF.

The Consultant must provide the information required to fulfill these requirements as part of the final deliverables for this project.

4. BASIC SERVICES

- A. The Consultant must provide professional services in accordance with the terms and conditions of any contract resulting from this solicitation. The Consultant must act as a professional consultant to the County and must perform to achieve the County's objective.
- B. The Consultant must perform all services under the Contract in a reasonable, responsive and timely manner.
- C. The Consultant must demonstrate and provide proof of experience with facilitation and analysis of group process and discussion of correctional needs and policies with multi-disciplinary groups, including the law enforcement, State's Attorney, behavioral and medical health providers, the Courts and other related criminal justice agencies as noted in this RFP.
- D. The Consultant must have, as part of the project team, a credentialed expert(s) in pre-trial process including pre-trial justice, pre-trial supervision, bail systems, pretrial offender assessment and other practices that diminish jail populations in a safe and effective manner if properly funded and implemented.
- E. The Consultant must have, as part of the project team, a credentialed expert(s) in alternatives to incarceration, sentencing options, empirical data and reentry programs and community-based, County-focused work release and work force development programs.
- F. The Consultant team must have a minimum of five years experience providing population projections for counties and jail systems of similar size to Montgomery County. Proposals must also list prior County population projection efforts conducted where published reports are available. It is well understood that population projections do not come to us as an exact science, but the County seeks a consultant team with a history of solid and transparent prior efforts that have been made available as part of the public process.
- G. The Consultant must provide an analysis of effectiveness of any options or alternative program proposals offered as part of this project.
- H. The Project Manager for the Consultant must have a minimum of five years experience and have successfully completed at least two prior projects of a similar nature in jail systems of a comparable size with serious criminal justice stakeholder participation.

- I. The deliverables and phases are defined in Attachment “J”. To the extent specified in the Contract, the Basic Services include:
 1. Review of Existing Documentation
 2. Identification of Major Factors Driving Demand for Correctional Beds
 3. Inmate Population Projections
 4. Needs Assessment
 5. Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis
 6. Identification of Unresolved Issues
 7. Alternatives to Incarceration Programs and Impact on Population Projections
 8. Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond
 9. Capital Improvement Plan
 10. Presentations to County Executive, County Council and CJCC
 11. Completion of Final Report
- J. The Consultant must utilize the key personnel and consultants submitted in the proposal and listed in Attachment “K”. Such key personnel and consultants must be satisfactory to the County and must not be changed without the prior written consent of the County unless said personnel cease to be in the Consultant’s (or its subcontractors’, if applicable) employ, in which case a replacement must be provided who is acceptable to the County, and List of Key Personnel must be amended to show the accepted changes. Key personnel must include: project executive, project manager, credentialed expert(s) in pre-trial process (as described above); and credentialed expert(s) in alternatives to incarceration (as described above). The Consultant must not delay the project due to unavailability of the key personnel at any time during the project, including after any hold period.
- K. The Consultant, at its own expense, must make all the required submissions and perform all required coordination regardless of whether such documents are prepared by any Consultant or by any Consultant’s consultants. The Consultant is responsible for the completeness and accuracy of all documents submitted by or through any consultant.
- L. All costs of printing/reproduction necessary under any contract resulting from this solicitation must be borne by the Consultant.
- M. The final deliverable will be a single report titled, “Montgomery County, Maryland Master Facilities Confinement Study.” The Consultant will deliver one (1) unbound and eight (8) bound copies of the final report, as well as one electronic copy.

5. CONSULTANT PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

- A. The Consultant represents and agrees that (a) it is an experienced firm having the ability and skill necessary to perform all the services required of it under the Contract in connection with a Master Facilities Confinement Study having the scope and complexity contemplated herein; and (b) it has the capabilities and resources necessary to perform its obligations hereunder.
- B. The Consultant, in consideration of the fee specified hereinafter, conveys and agrees to perform, in connection with this Study, professional services as detailed in the Scope of Services.
- C. The Consultant agrees to perform all services under any contract resulting from this solicitation and, in doing so, act in a reasonable, responsive and timely manner.

6. COUNTY RESPONSIBILITIES

- A. The County will provide requirements for the Master Facilities Confinement Study.
- B. The County will review, and approve or disapprove, documents submitted by the Consultant.
- C. The County will furnish information and approvals requested by the Consultant.
- D. The County shall provide any available existing documentation to assist the Consultant in performing services.

SECTION D - PERFORMANCE PERIOD

1. TERM

- A. After a Notice to Proceed is issued, the Consultant agrees to complete the services in each Task by the number of days indicated for each Task, and by the total number of days shown for in the Contract, as indicated in Attachment "J".
- B. The effective date of any contract resulting from this solicitation begins upon signature by the Director, Department of General Services. The period in which the Consultant must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends ninety (90) days after the completion of the last Task as specified in Attachment "J". The Consultant must also perform all work in accordance with any time periods stated in the Scope of Services.

2. PRICE ADJUSTMENTS (For hourly rates listed in Attachment "K")

Prices quoted are firm for a period of two years after execution of the Contract. Any request for a price adjustment, after this two-year period, is subject to the following:

- Approval or rejection by the Director, Department of General Services, or designee.
- Must be submitted in writing to the Director, Department of General Services, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the Contract.
- Must be submitted sixty (60) days prior to Contract expiration date, if the Contract is being amended.
- May not be approved if it exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics, for ALL ITEMS.
- The County will approve only one price adjustment for each contract year, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the Contractor's request.
- Must be executed by written Contract Amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- A. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the written evaluation criteria listed below under Section E.2.
- B. Interviews will be conducted with the three (3) highest scoring Offerors based on the QSC's score for each written proposal. The interview criteria that will be utilized are listed below under Section E.2. The QSC will also review Offerors for responsibility.
- C. The QSC will recommend to the Using Department Head that the highest ranked Offeror, **based on the interview scores only** and its responsibility determination, be awarded the Contract.
- D. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- E. The Director may approve, approve with conditions, or reject the Using Department Head's recommendation.
- F. Upon the Director's approval of the recommended award, the County will enter into negotiations with the proposed awardee. If a Contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked Offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with multiple Offerors prior to making an award.
- G. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- H. The County reserves the right to cancel the Solicitation. The Solicitation cancellation will be publicly posted.

Note: Category 1. General Requirements – Tabs 1.1 thru 1.6 are listed in the evaluation criteria as a minimum requirement for the submission of the proposals (also see Proposal Submissions, Section F); however, Category 1. General Requirements are not part of the Method of Award and will not be evaluated. Tabs 1.2 and 1.6 **MUST** be submitted with the Offeror's proposal.

2. EVALUATION CRITERIA

		Structure of the Proposals	Written Evaluation		Interview Evaluation	
Category	Tab #	Submittal Requirements		Points		Points
1. GENERAL REQUIREMENTS	1.1	A cover letter with a brief description of the firm, including the Offeror's legal name, address, telephone number and facsimile number. Provide the name, title, address, telephone number, email address, and facsimile number of the contact person who will be authorized to make representations for the Offeror.	Verify submittal of the cover letter. Failure of an Offeror to submit the cover letter may result in Offeror's submission being rejected as unacceptable.	Required	NA	0
	1.2	The Acknowledgement of the Solicitation and any Solicitation Amendments (page 5) must be submitted and signed by a person authorized to bind the Offeror to the proposal.	Verify signed form. Failure of an Offeror to submit the signed Acknowledgement will result in Offeror's submission being rejected as unacceptable.	Required	NA	0
	1.3	At least three (3) references that may be contacted to attest to the quality and timeliness of the Offeror's work of similar nature and scope to the scope required by the County – Attachment "A".	Verify submittal and adequacy of references. Failure to submit the required material information may result in Offeror's submission being rejected as unacceptable.	Required	NA	0
	1.4	Metropolitan Washington Council of Governments Rider Clause – Attachment "B".	Verify submitted form. Failure of an Offeror to submit the required form may result in Offeror's submission being rejected as unacceptable.	Required	NA	0
	1.5	Minority Business Program & Offeror's Representation – Attachment "C".	Verify submitted form. Failure of an Offeror to submit the required form may result in Offeror's submission being rejected as unacceptable.	Required	NA	0
	1.6	If this Solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit the appropriate Wage Requirements forms in Attachment "G".	Verify submitted forms. Failure of an Offeror to submit the required forms will result in Offeror's submission being rejected as unacceptable.	Required	NA	0

		Structure of the Proposals	Written Evaluation		Interview Evaluation	
Category	Tab #	Submittal Requirements	Criteria	Points	Criteria	Points
2. SCOPE	2.1	Provide List of Key Personnel (included in Attachment "K") and resumes of Key Personnel proposed for this Contract. Key Personnel must have a minimum of five (5) years experience providing population projections for municipal jail systems of similar size to Montgomery County's system and have successfully completed at least two (2) prior studies of a similar nature for jail systems of a comparable size with significant criminal justice stakeholder participation.	Qualifications of Key Personnel including but not limited to project executive, project manager, credentialed expert in pre-trial processes and credentialed expert in alternatives to incarceration including experience of the team members on studies similar to the type, complexity and cost of this Study. Verify complete resumes were provided for Key Personnel.	200	Presentation of proposed Key Personnel qualifications. Demonstration that these individuals have worked together successfully to complete example studies and possess necessary skills to successfully complete this Study based on their participation on studies of similar type, and complexity. Project executive, project manager and credentialed experts who will actually do the work must attend and participate in the presentation.	200
	2.2	Provide detailed descriptions of five (5) similar studies completed by the Offeror and the core team members included in Attachment "K". Include experience with population projections, needs assessment, identification of bed demand factors, alternatives to incarceration programs and capital improvement programs.	Experience and expertise of the Offeror with similar studies. Success in providing the services in a reasonable time period and within the budget. Experience with the Maryland Department of Public Safety and Correctional Services (MCPSCS) – Division of Capital Construction and Facility Maintenance and the Local Jail Capital Improvement Program Policy and Procedures Manual is considered to be an advantage.	200	Presentation of the Offeror's experience and expertise with similar studies. Experience with the Maryland Department of Public Safety and Correctional Services (MCPSCS) – Division on Capital Construction and Facility Maintenance and the Local Jail Capital Improvement Program Policy and Procedures Manual is considered to be an advantage.	200
	2.3	Explain team's approach and methodology for the Study. Outline the process for conducting the assessment including gathering and analysis of data, making projections, recommendation of alternatives and potential improvements, meeting with stakeholders, and producing the required deliverables.	Quality of team's approach and methodology to the Study.	150	Quality of team's approach and methodology to the Study.	150

		Structure of the Proposals	Written Evaluation		Interview Evaluation	
Category	Tab #	Submittal Requirements	Criteria	Points	Criteria	Points
3. BUDGET & FINANCIAL	3.1	Provide a complete fee for services associated with this Solicitation according to the scope and documents provided. Fee must be presented in the format requested in this Solicitation (Attachment "K"), and must include breakdown for the phases of work shown on Attachment "K".	Lowest total fee will receive the highest points. Other fees will be awarded points with regard to reasonableness and relationship to other offerors. There may be reduction in points for mathematical errors. Fee Schedules must be complete and include breakdowns by tasks.	150	Present how total fee was determined and logic behind the breakdown among phases. Lowest total fee will receive the highest points. Other fees will be awarded points with regard to reasonableness and relationship to other offerors.	150
	4.1	Provide a detailed schedule for design of this project in bar chart format indicating various Tasks, interdependency of Tasks, and durations required. Comment on whether proposed schedule shown in Attachment "J" is feasible.	Demonstrated quality and completeness of detailed schedule for completion of this Study.	100	Quality and completeness of presentation of detailed schedule for completion of this Study with attention to various Tasks and durations required.	100
	4.2	Provide a written description of team's approach and methodology to control the preparation and completion of this Study within the schedule.	Demonstrated quality and completeness of team's approach and methodology to control the preparation and completion of this Study within the schedule.	50	Quality and completeness of presentation of team's approach and methodology to control the preparation and completion of this Study within the schedule.	50
	4.3	For the five projects listed in Tab 2.2, identify the original project duration, the final project duration, and the reason(s) for any extensions.	The QSC will evaluate Offeror's ability to perform this work in accordance with the schedule.	50	Discussion of Offeror and key personnel's work load and ability to perform this work.	50
5. COMMUNICATION	5.1	Provide a detailed description of Offeror's experience with facilitation and analysis of group process and discussion of correctional needs and policies with multi-disciplinary groups, including but not limited to law enforcement, State's Attorney, behavioral and medical health providers, the Courts and other related criminal justice agencies as noted in the RFP.	Demonstrated ability to facilitate and analyze group processes and discussion of correctional needs and policies with multi-disciplinary groups successfully work with multiple stakeholders allowing for facilitation and analysis of group processes and discussion of correctional needs and policies.	100	Quality and completeness of Offeror's demonstrated ability to facilitate and analyze group processes and discussion of correctional needs and policies with multi-disciplinary groups successfully work with multiple stakeholders allowing for facilitation and analysis of group processes and discussion of correctional needs and policies.	100
Total			Highest possible QSC score for written proposal evaluation.	1000	Highest possible QSC score for interview evaluation.	1000

NA = Non Applicable

SECTION F - SUBMISSIONS**1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 5) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County (Attachment "A").
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment "G". Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause (Attachment "B").
- f. Minority Business Program & Offeror's Representation (Attachment "C").
- g. Written Submissions Format and Additional Requirements:
 - a. Refer to section E.2 for format of the written submission and additional information required.
 - b. All documentation must be in 8 ½" x 11" format.
- h. Interview Submission Format and Additional Requirements:
 - a. Refer to section E.2 for format of the interview presentation and additional information required.
 - b. Three (3) paper copies in 8 ½" x 11" format of the PowerPoint presentation or presentation boards utilized in the interview
 - c. One (1) electronic copy on a CD-ROM of the PowerPoint presentation or presentation boards prepared for the interview.

2. AWARD SUBMISSIONS

Prior to the execution of the Contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (Contract value greater than \$50,000) (Attachment "D").
- b. Offeror's Certification of Cost and Price (Contract value greater than \$100,000) (Attachment "E").
- c. Certificate of Insurance (see mandatory insurance requirements - Attachment "F").
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. **If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.**

SECTION G - COMPENSATION**1. Basic Services Compensation**

- A. The County shall compensate the Consultant for Basic Services performed in accordance with the terms, conditions and scope of services of any contract resulting from this solicitation. The Basic Services compensation is comprised of eleven (11) tasks, as described below. Fee for each Task shall be as shown on Attachment "K".

Task #1: Review of Existing Documentation
 Task #2: Identification of Major Factors Driving Demand for Correctional Beds
 Task #3: Inmate Population Projection
 Task #4: Needs Assessment
 Task #5: Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis
 Task #6: Identification of Unresolved Issues
 Task #7: Alternatives to Incarceration Programs and Impact on Population projections
 Task #8: Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond
 Task #9: Capital Improvement Plan
 Task #10: Presentations to County Executive, County Council and CJCC
 Task #11: Completion of Final Report

The Basic Services Compensation includes all costs for such services including but not limited to: printing, copying, travel, communications charges, meals, and deliveries.

The County reserves the right to not issue a specific Task Order or to terminate the Contract after any Task, at no additional expense to the County.

2. Additional Services Compensation

- A. The County shall compensate the Consultant for pre-approved Additional Services performed in accordance with the terms, conditions and scope of services of any contract resulting from this solicitation according to the lump sum fees listed in Attachment "K".
- B. With respect to any Additional Services, as described in Attachment "I", performed by the Consultant, the Consultant must propose a lump sum fee adjustment using hourly rates as described in Attachment "K". Upon agreement concerning the additional scope and cost, the County will issue a purchase order and Notice to Proceed for the Additional Services. Payment will be made upon Consultant's satisfactory completion of the Additional Services and submission of additional services itemization on the application for payment. The Consultant must not commence any Additional Services until a purchase order has been issued by the Office of Procurement for those Additional Services and a Notice to Proceed has been issued by the Contract Administrator.
- C. Payments for Additional Services of the Consultant will be made monthly upon presentation and acceptance of the Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the County.
- D. Should the Study schedule exceed the "total completion period for all Tasks" as indicated in Attachment "J", through no fault of the Consultant, the Consultant will be entitled to request negotiation of the Basic Services Compensation and adjustment of the dates required for completion of the remaining Work.

3. Payments to the Consultant

Payments to the Consultant shall be made as follows:

- A. Payments for Basic Services shall be made monthly in proportion to services performed upon presentation and acceptance of the Consultant's statement of services.

- B. The following statement must be printed on all invoices submitted to the County for payment, and will be implied if not expressly stated:
“The Consultant certifies that up to the date of this invoice the prime contractor (Consultant) and/or its consultants have not engaged or performed any additional services without written authorization of the County.”

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services is the delegated contracting officer. Therefore, the Director must approve amendments, modifications, or changes to the terms, conditions, or Minority, Female, Disabled Person Subcontractor Performance Plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any Contract resulting from this Solicitation will be:

James A. Stiles, P.E.
Division of Building Design and Construction
Department of General Services
101 Monroe Street, 11th Floor
Rockville, MD 20850-2540
(240) 777-6112

The Contract Administrator's duties include, but are not limited to, those described in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor.

3. NOTICES

Any notice required by the Contract or other communications to either party by the other must be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed to the Contract Administrator named above, to the Consultant's contact as identified in the Contract, or to such other address as must be duly given by notice meeting the requirement of this Article.

SECTION I - SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL SERVICES

- A. The list of potential additional services to be performed by the Consultant is set out in Attachment "I". If any of these Additional Services are authorized by the County in writing, the Consultant must provide the authorized services for the compensation stated in any contract resulting from this solicitation. The list of Additional Services is not exhaustive, but is illustrative only.
- B. The County will compensate the Consultant for authorized Additional Services performed as provided in any contract resulting from this solicitation to the extent that they exceed the then current obligations of the Consultant under the contract.

2. EXCUSABLE DELAYS

- A. The Consultant must exercise professional care in performance of any contract resulting from this solicitation. The Consultant shall not be responsible for delay caused by acts and forces that are not reasonably foreseeable to a professional. The Consultant is not liable for any failure to timely or fully perform the contract if such failure arises out of causes beyond the control and without the fault or negligence of the Consultant including but not limited to government moratoria, labor strikes or work stoppages, extreme and unexpected climatic or weather conditions as defined in the contract, natural disasters, or other catastrophic events outside of the control of the Consultant. The Consultant must submit any request for extension of the time, due to Force Majeure or for any other reason, in writing within ten (10)

days from the beginning of an excusable delay under this Article. An extension will be granted if the Director of the Department of General Services ascertains that any failure to perform described in a written request is excusable under this Article. Except as provided in the event of a breach, the County's contractual rights and remedies must remain as provided by any contract resulting from this solicitation and applicable law.

3. ADDITIONAL PROVISIONS

- A. The headings or captions within any contract resulting from this solicitation must be deemed set forth in the manner presented for the purposes of reference only and must not control or otherwise affect the information set forth therein or interpretation thereof.
- B. For the purpose of any contract resulting from this solicitation, unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- C. Any contract resulting from this solicitation may be executed in any number of counterparts, each of which must be deemed an original, and the counterparts must constitute one and the same instrument, which must be sufficient evidence by any one thereof.

SECTION J - ETHICS

As a result of being awarded a Contract resulting from this Solicitation, the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Potomac & Rappahannock Transportation Commission
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Authority	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools			

Vendor Name

ATTACHMENT C

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County
Office of Business
Relations and Compliance

MFD Report Of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() -
TELEPHONE

() -
FAX

E-MAIL

Mail to: Alvin Boss, Program Specialist II
255 Rockville Pike Ste. 180
Rockville, MD 20850

ATTACHMENT D

**MINORITY-OWNED BUSINESS ADDENDUM TO GENERAL CONDITIONS OF CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

and its companion document

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR PERFORMANCE PLAN

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

RFP # 1015823

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers life of the contract from contract execution through final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

RFP # 1015823

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

4. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S
NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that is fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

Consulting Services for Master Facilities Confinement Study

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***five million dollars (\$5,000,000)*** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
DGS / Division of Building Design & Construction / Lisa Alderson
101 Monroe Street, 11th floor
Rockville, Maryland 20850

ATTACHMENT G

WAGE REQUIREMENTS FOR SERVICES CONTRACT ADDENDUM TO THE GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. reserved-intentionally left blank.
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	<input type="checkbox"/>

501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT

The “General Conditions of Contract Between County and Contractor” are modified as follows:

1. **ARTICLE 8. – DISPUTES**

Replace the Article in its entirety with the following:

ARTICLE 8. DISPUTES Any dispute by Contractor arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Director, Department of General Services, is the Director responsible for the purposes of dispute resolution. A contractor must notify, in writing, the Contract Administrator of a claim, and must attempt to resolve the claim with the Contract Administrator prior to filing a dispute with the Director, Department of General Services. The contractor waives any dispute not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute, whether or not the Contract Administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information.

2. **ARTICLE 13. GUARANTEE** is deleted in its entirety.

3. **ARTICLE 21. INSURANCE**

Delete the seventh sentence which reads:

‘Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies.’

and replace with the following:

‘Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on commercial general liability and automobile policies.’

5. **ARTICLE 27. - TERMINATION FOR DEFAULT**

Add the following to the end of the last sentence:

The Parties acknowledge that all documents and materials (the “Materials”) are owned by the County. In the event of termination, the Contractor shall immediately return the Materials to the County to prevent further delay and to minimize additional damages to the County. The Materials must be maintained by the Contractor and returned to the County in good condition without alteration.

The payment of any sums by the County under this Article shall not constitute a waiver of any claims for damages by the County for any breach of the Contract by the Contractor.

6. **ARTICLE 32. – OWNER’S RIGHT TO SUSPEND WORK FOR CONVENIENCE**

Is added to the General Conditions of Contract Between County and Contractor as follows:

ARTICLE 32. – OWNER’S RIGHT TO SUSPEND WORK FOR CONVENIENCE

The Owner may, without cause and for its convenience, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine, subject to an appropriate adjustment in the Basic Services Compensation or to the “Master Schedule and Critical Contract Completion Period” (Attachment “J”). Contractor is not entitled to any compensation for profit or overhead for any adjustment that is made in the Basic Services Compensation or to the “Master Schedule and Critical

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Contract Completion Period" (Attachment "J"). If the Contractor disagrees with any adjustment that is made to the Basic Services Compensation or to the "Master Schedule and Critical Contract Completion Period" (Attachment "J"), the Contractor must file a claim as provided in Article 8 or the same will be deemed to be conclusively waived.

ATTACHMENT I

ADDITIONAL SERVICES

If any of the following Additional Services are authorized in advance by the County in writing, the Consultant must furnish or obtain from others the authorized services. The Consultant shall be paid for these additional services by the County as herein provided to the extent they exceed the obligations of the Consultant under any contract resulting from this solicitation.

1. Preparing to serve or serving as an expert witness for the County in connection with legal proceeding; however, preparing to serve or serving as a fact witness for the County or rendering testimony necessary to secure governmental approval of the Project shall not constitute an additional service.
2. Providing additional Consultant Services which are not included in the Basic Services, but are related to the Master Facilities Confinement Study.

ATTACHMENT J

MASTER SCHEDULE AND CRITICAL CONTRACT COMPLETION PERIOD

<u>Task</u>	<u>No. of Days from Notice to Proceed (NTP)</u>
1. Review of Existing Documentation	45 days
2. Identification of Major Factors Driving Demand for Correctional Beds	70 days
3. Inmate Population Projections	30 days
<ul style="list-style-type: none"> Preliminary Report (of Tasks 1 through 3) to County – due 145 Days from NTP County Review of and Comments on Preliminary Report 	20 days
4. Needs Assessment	60 days
5. Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis	** days
6. Identification of Unresolved Issues	** days
7. Alternatives to Incarceration Programs and Impact on Population Projections	** days
8. Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond	** days
<ul style="list-style-type: none"> Preliminary Report (of Tasks 1 through 8) to County – due 225 Days from NTP County Review of and Comments on Preliminary Report 	30 days
9. Capital Improvement Plan	45 days
<ul style="list-style-type: none"> Draft of Complete Report including Capital Improvement Plan – due 300 Days from NTP County Review of and Comments on Draft of Complete Report 	30 days
10. Presentations to County Executive, County Council and CJCC	15 days
11. Completion and Submission of Final Report	30 days
Total Completion Period for All Tasks (see Note 1):	375 days

**** Duration included in Duration for Task 4**

Note 1: Schedule will be negotiated with successful bidder.

Note 2: Stipulated time for various phases in Calendar Days

ATTACHMENT K

FEE SCHEDULE

Offeror's Name: _____

Signature: _____

Date: _____

BASIC SERVICES COMPENSATION

Task	Fee Amount
1. Assessment of Current Conditions	\$ _____
2. Identification of Major Factors Driving Demand for Correctional Beds	\$ _____
3. Inmate Population Projection	\$ _____
4. Needs Assessment	\$ _____
5. Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis	\$ _____
6. Identification of Unresolved Issues	\$ _____
7. Alternatives to Incarceration Programs and Impact on Population Projections	\$ _____
8. Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond	\$ _____
9. Capital Improvement Plan	\$ _____
10. Presentations to County Executive, County Council and CJCC	\$ _____
11. Completion of Final Report	\$ _____
TOTAL	\$ _____

REIMBURSABLES FEE FOR TRAVEL EXPENSES \$ _____

TOTAL LUMP SUM FEE FOR BASIC SERVICES \$ _____

HOURLY RATES

The hourly rates of professional, technical and support staff who will be working on the Project. **The hourly rates must include any and all multipliers and include all overhead, benefits, profits, etc.** The Consultant must use this form without modifications so that there is a standard basis for evaluation. The hourly rates will be used for any Additional Services.

Principal/Project Executive	\$_____	/hour
Project Manager	\$_____	/hour
Population Projection Expert	\$_____	/hour
Pre-Trial Credentialed Expert	\$_____	/hour
Alternatives to Incarceration		
Credentialed Expert	\$_____	/hour
Clerical	\$_____	/hour
Other (List)	\$_____	/hour
	\$_____	/hour
	\$_____	/hour
	\$_____	/hour
	\$_____	/hour
	\$_____	/hour

LIST OF KEY PERSONNEL

NAME	FIRM	LOCATION	TITLE	DISCIPLINE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

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ATTACHMENT L

SAMPLE CONTRACT



CONTRACT
FOR
CONSULTING
SERVICES
BETWEEN

Montgomery County Maryland

and

Name of Firm

FOR DEVELOPMENT
OF

Master Facilities Confinement Study

Contract No. XXXXXXXX

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EXHIBITS

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Exhibit G.	Scope of Services and Deliverables.....	G1
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Exhibit J.	Fee Schedule, Hourly Rates and List of Key Personnel.....	J1

ARTICLE 1

DEFINITIONS

The following words and phrases here appearing capitalized and in quotes, have the following meanings for the purposes of this Contract:

- a. "ADDITIONAL SERVICES": The consulting services to be performed by the Consultant in connection with the Study but which are not specifically designated as Basic Services. A listing of the potential Additional Services is included in this Contract.
- b. "CONTRACT ADMINISTRATOR": The individual identified in the Contract Documents responsible for the administration of this Contract in accordance with the authorities and limitations delegated to him by the Director as specified in the Contract.
- c. "CONTRACT AMENDMENT": A Contract modification signed by the Contractor and the Director that provides for a change of Contract provisions.
- d. "CONTRACTOR" or "CONSULTANT": The entity that enters into the contract with the County to perform consulting services.
- e. "COUNTY" or "OWNER": Montgomery County, Maryland, a body corporate and politic and a local subdivision of the State of Maryland.
- f. "COUNTY PROJECT MANAGER": The person designated by the Contract Administrator to serve as contact for day-to-day communication with the Consultant.
- g. "DIRECTOR": The Director, Department of General Services. The Director is the Contracting Officer for the County.
- h. "NOTICE TO PROCEED": A written communication to the Contractor from the Contract Administrator directing commencement of the Services or portion thereof, or a particular Task or portion thereof.
- i. "SERVICES": The work to be performed by the Consultant under this Contract, consisting of the Basic Services described in the Contract and any authorized Additional Services.
- j. "STUDY": The Master Facilities Confinement Study, the scope of which is outlined under Basic Services.
- k. "TASK": A specific component of the Services, as further defined in Article 4 and Exhibit "I" of this Contract.
- l. "USING DEPARTMENT HEAD" or "DEPARTMENT HEAD": The Chief, Division of Building Design and Construction, Department of General Services.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Consulting Services. The Consultant must provide professional services in accordance with the terms and conditions of this Contract. The Consultant must act as a professional consultant to the County and must perform to achieve the County's objectives.

- 2.2 The Consultant must utilize the key personnel and consultants listed in Exhibit “J” in the performance of this Contract. Such key personnel and consultants must be satisfactory to the County and must not be changed without the prior written consent of the County unless said personnel cease to be in the Consultant's (or its subcontractors', if applicable) employ, in which case a replacement must be provided who is acceptable to the County, and Exhibit “J” must be amended to show the accepted changes. Key personnel include the principal/project executive, the project manager, credentialed expert(s) in pre-trial process (as described below), and credentialed expert(s) in alternatives to incarceration (as described below). The Consultant must not delay the project due to unavailability of the key personnel at any time.
- 2.2.1 The Consultant must have, as part of the project team, a credentialed expert(s) in pre-trial process including pre-trial justice, pre-trial supervision, bail systems, pretrial offender assessment and other practices that diminish jail populations in a safe and effective manner if properly implemented.
- 2.2.2 The Consultant must have, as part of the project team, a credentialed expert(s) in alternatives to incarceration, sentencing options, empirical data and reentry programs and community-based, County-focused work release and work force development programs.

ARTICLE 3

BASIC SERVICES

- 3.1 Scope of Services.
- 3.1.1 The Consultant team must provide comprehensive services to include but not be limited to:
- Review of Existing Documentation
 - Inmate Population Projections
 - Needs Assessment
 - Identification of Major Factors Driving Demand for Correctional Beds
 - Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis
 - Identification of Unresolved Issues
 - Alternatives to Incarceration Programs and Impact on Population projections
 - Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond
 - Capital Improvement Plan
 - Presentations to County Executive, County Council and CJCC

- Completion of Preliminary and Final Reports
- all other services consistent with the terms of this Contract, and specifically identified and described in Exhibit "G".

3.1.2 The final deliverable will be a single report titled, "Montgomery County, Maryland Master Facilities Confinement Study." The Consultant will deliver one (1) unbound and eight (8) bound copies of the final report, as well as one electronic copy.

3.2 Consultant's Professional Responsibility and Standard of Care.

3.2.1 By execution of this Contract, the Consultant represents and agrees that (a) it is an experienced firm having the ability and skill necessary to perform all the Services required of it under this Contract in connection with the Master Facilities Confinement Study having the scope and complexity contemplated herein and (b) it has the capabilities and resources necessary to perform its obligations hereunder.

3.2.2 The Consultant, in consideration of the fee specified hereinafter, conveys and agrees to perform, in connection with this Study, professional services as detailed in the Scope of Services, Exhibit "G".

3.2.3 The Consultant must perform all Services under this Contract in a reasonable, responsive and timely manner.

3.2.4 The Consultant is responsible for the coordination of all documents relating to the Consultant's services, regardless of whether such documents are prepared by the Consultant or by the Consultant's consultants. The Consultant is responsible for coordination and internal checking of all documents and for the accuracy of all specified information contained therein, as fully as if each document were prepared by the Consultant. The Consultant is responsible for the completeness and accuracy of all documents.

3.3 Project Requirements.

3.3.1 The Consultant must adhere to the Master Schedule and Critical Contract Completion Period as set out in Exhibit "I". No deviation from the Master Schedule and Critical Contract Completion Period is allowed without a written Contract Amendment. Should the County determine that the Consultant is behind schedule, the Consultant must expedite and

accelerate its efforts, which may include additional staff and/or overtime, to maintain the approved schedule at no additional cost to the County, except for excusable delays as defined in Article 9.

- 3.3.2 During all the phases of the Study, the Consultant must coordinate with the County. Throughout all phases of the Study, the Consultant and its consultants must meet periodically with the County Project Manager when reasonably requested. Attendees must be as determined by the County Project Manager. All meetings will be held at the County's offices. Unless noted otherwise, meetings the Consultant must attend include but are not limited to:
- Consultant orientation meeting;
 - Meetings with the County's Criminal Justice System Stakeholders;
 - Periodic progress meetings to discuss the status of Study;
 - Meetings to be scheduled by the Consultant necessary to properly coordinate the Study effort; and
 - Meetings to present findings to the County Executive, the County Council and the CJCC.

The Consultant must take and transcribe minutes of all project meetings and provide them to the County no later than three (3) business days after such meeting. The cost of such transcription services must be borne by the Consultant.

ARTICLE 4

COMPENSATION

4.1 Services Compensation

- 4.1.1 Basic Services Compensation: The County shall compensate the Consultant for Basic Services performed in accordance with the terms, conditions and scope of services of this Contract. The Basic Services compensation is comprised of thirteen (13) Tasks, as described below. Compensation for each Task shall be as shown on Exhibit "J".

Task #1: Review of Existing Documentation

Task #2: Identification of Major Factors Driving Demand for Correctional Beds

Task #3: Inmate Population Projections

Task #4: Needs Assessment

Task #5: Evaluation of Adequacy of DOCR Recordkeeping, Data Collection and Analysis

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- Task #6: Identification of Unresolved Issues
- Task #7: Alternatives to Incarceration Programs and Impact on Population Projections
- Task #8: Impact of Maryland Appeals Court Decision in DeWolfe v. Richmond
- Task #9: Capital Improvement Plan
- Task #10: Presentations to County Executive, County Council and CJCC
- Task #11: Completion and acceptance of Final Report

The Basic Services Compensation includes all costs for such services including but not limited to: printing, copying, travel, communications charges, meals, deliveries, etc.

4.2 Payments to the Consultant. Payments to the Consultant shall be made as follows:

- 4.2.1 The County shall compensate the Consultant for Basic Services performed in accordance with the terms, conditions and scope of services of this Contract according to the lump sum fees listed in Exhibit "J".
- 4.2.2 Payments for Basic Services shall be made monthly in proportion to services performed upon presentation and acceptance of the Consultant's statement of services.
- 4.2.3 The following statement must be printed on all invoices submitted to the County for payment, and will be implied if not expressly stated:

"The Consultant certifies that up to the date of this invoice the prime contractor (Consultant) and/or its consultants have not engaged or performed any additional services without written authorization of the County".

4.3 Additional Services Compensation.

- 4.3.1 The County shall compensate the Consultant for pre-approved additional services performed in accordance with the terms, conditions and scope of services of this Contract according to the lump sum fees and/or hourly rates listed in Exhibit "J".
 - 4.3.1.1 With respect to any Additional Services, as described in Article 7 below, performed by the Consultant, the Consultant must propose a lump sum fee adjustment using hourly rates as described in Exhibit "J". Upon agreement concerning the additional scope and cost, the County will issue a purchase order and Notice to Proceed for the additional services.

Payment will be made upon Consultant's satisfactory completion of the additional services and submission of additional services itemization on the application for payment. The Consultant must not commence any additional services until a purchase order has been issued by the Office of Procurement for those additional services and a Notice to Proceed has been issued by the Contract Administrator.

- 4.3.2 Payments for Additional Services of the Consultant will be made monthly upon presentation and acceptance of the Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the County.
- 4.4 Should the Study schedule exceed the "total completion period for all Tasks" as indicated in Exhibit "I", through no fault of the Consultant, the Consultant will be entitled to request negotiation of the Basic Services Compensation shown in Article 4 and adjustment of the dates required for completion of the remaining work.
- 4.5 For Additional Services only, rates quoted are firm for two years, according to the Master Schedule and Critical Contract Completion Period (Exhibit "I"), after execution of the Contract. Any request for a price adjustment, after this period, is subject to the following:
- Approval or rejection by the Director, Department of General Services or designee.
 - Must be submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the Contract.
 - Must be submitted sixty (60) days prior to the anniversary date of the contract execution.
 - May not be approved if it exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics, for ALL ITEMS.
 - The County will approve only one price adjustment for each contract year, if a price adjustment is approved.
 - Should be effective sixty (60) days from the date of receipt of the Contractor's request.
 - Must be executed by written Contract Amendment.

ARTICLE 5
PERIOD OF SERVICE

- 5.1 The Consultant agrees to complete the services in each Task by the number of days indicated for each Task and by the total number of days as shown for in the Contract after a Notice to Proceed is issued, as indicated in Exhibit "I".
- 5.2 Each of the Tasks is a separable and distinct part of the Contract. The County reserves the right to not issue a specific Task Order or to terminate the Contract after any Task, at no additional expense to the County. Nothing herein is a limitation on the County's ability to terminate for convenience as specified in the General Conditions of Contract Between County & Contractor.
- 5.3 The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends ninety (90) days after the completion of the last Task as specified in Exhibit "I". The Contractor must also perform all work in accordance with any time periods stated in the Scope of Services.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

- 6.1 The County will provide requirements for the Master Facilities Confinement Study.
- 6.2 The County will review, and approve or disapprove, documents submitted by the Consultant.
- 6.3 The County will furnish information and approvals requested by the Consultant.
- 6.4 The County shall provide available existing documentation to assist the Consultant in performing services.

ARTICLE 7
ADDITIONAL SERVICES

- 7.1 The list of potential Additional Services to be performed by the Consultant is set out in Exhibit "H". If any of these Additional Services are authorized by the County in writing, the

Consultant must provide the authorized services for the compensation stated in this Contract. The list of Additional Services is not exhaustive but is illustrative only.

- 7.2 The County will compensate the Consultant for authorized Additional Services performed as provided in this Contract to the extent that they exceed the then current obligations of the Consultant under this Contract.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Contract or other communications to either party by the other must be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as must be duly given by notice meeting the requirement of this Article.

To County: James A. Stiles, P.E., Contract Administrator
Division of Building Design and Construction
Department of General Services
101 Monroe St., 11th Floor
Rockville, Maryland 20850-2540

To Consultant: Firm Name
Contact Name
Address
City, State, Zip

ARTICLE 9

EXCUSABLE DELAYS

- 9.1 The Consultant must exercise professional care in performance of this Contract. The Consultant shall not be responsible for delay caused by acts and forces that are not reasonably foreseeable to a professional. The Consultant is not liable for any failure to timely or fully perform this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the Consultant including but not limited to government moratoria, labor strikes or work stoppages, extreme and unexpected climatic or weather conditions as defined in this Contract; natural disasters; or other catastrophic events outside

of the control of the Consultant. The Consultant must submit any request for extension of the time due to Force Majeure or for any other reason in writing within ten (10) days from the beginning of an excusable delay under this Article. An extension will be granted if the Director of the Department of General Services ascertains that any failure to perform described in a written request is excusable under this Article. Except as provided in the event of a breach, the County's contractual rights and remedies must remain as provided by this Contract and applicable law.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 The headings or captions within this Contract must be deemed set forth in the manner presented for the purposes of reference only and must not control or otherwise affect the information set forth therein or interpretation thereof.
- 10.2 For the purpose of this Contract unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 10.3 This Contract may be executed in any number of counterparts, each of which must be deemed an original, and the counterparts must constitute one and the same instrument, which must be sufficient evidence by any one thereof.
- 10.4 The General Conditions of Contract between County and Contractor, shown at Exhibit "A", as modified by the Supplemental General Conditions of Contract, shown at Exhibit "B"; the "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor", shown at Exhibit "C," and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan" shown as Exhibit "D"; the "Wage Requirements for Services Addendum to the General Conditions of Contract Between County and Contractor", and its companion document entitled "Wage Requirements Certification", shown as Exhibit "F"; the Mandatory Insurance Requirements shown at Exhibit "E"; the "Scope of Services and Deliverables", shown as Exhibit "G"; the "Additional Services", shown as Exhibit "H"; the "Master Schedule and Critical Contract Completion Period", shown as Exhibit "I"; and the "Fee Schedule, Hourly Rates and List of Key Personnel", shown as Exhibit "J; are part of this Contract. The Mandatory Insurance Requirements supersede those listed in Paragraph 21 of the General Conditions of Contract Between County and Contractor.

ARTICLE 11

ETHICS

- 11.1 As a result of being awarded the contract, the Contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:
A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer
- (3) Assist
 - (c) another party in the matter; or
 - (d) another person if the person has a direct and substantial interest in the matter; or
 - (4) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ARTICLE 12

CONTRACT ADMINISTRATION

- 12.1 **AUTHORITY**
The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director must approve amendments, modifications, or changes to the terms, conditions, or Minority, Female, Disabled Person Subcontractor Performance Plans in writing.
- 12.2 **USING DEPARTMENT**
The Contract Administrator for this Contract is:
James A. Stiles, P.E.
Division of Building Design and Construction
Department of General Services
101 Monroe St., 11th Floor
Rockville, MD 20850-2540
(240) 777-6112
- 12.3 The Contract Administrator's duties include, but are not limited to, those described in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor.

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This Contract No. XXXXXXXX is effective on the date of execution by the Director, Department of General Services.

_____(FIRM NAME)_____

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Printed Name: _____

David E. Dise, CPPO, Director
Department of General Services

Title: _____

Date: _____

Date: _____

RECOMMENDED BY:

Ernest G. Lunsford, Jr., P.E., Chief
Division of Building Design and
Construction
Department of General Services

Date: _____

THIS FORM HAS BEEN APPROVED AS
TO FORM AND LEGALITY BY THE
OFFICE OF THE COUNTY ATTORNEY

John P. Markovs
Associate County Attorney

Date: _____

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ATTACHMENT M

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, “LOCAL JAILS
CAPITAL IMPROVEMENT PROGRAM POLICY AND PROCEDURES MANUAL (JANUARY 2007),
CHAPTER 3: FORMALIZED PLANNING PROCESS”**

CHAPTER 3: FORMALIZED PLANNING PROCESS

A. Overview

The following information is provided to serve as a guide for local jurisdictions in the collection, projection and analysis of data, the identification of facility needs and the development of recommendations to meet the jurisdiction's future correctional needs. By recording this information in a systematic way and updating it on a periodic basis, the local jurisdiction will be able to identify, evaluate and address the conditions that currently affect or will affect its local jail in the future. This will permit the development of sound capital programming that will guide the physical development of the local jail. The formalized planning process involves assessing the condition of existing facilities, preparing inmate population projections, estimating the impact of alternative to incarceration programs on future inmate population growth and developing a capital improvement plan to meet the projected needs.

B. Assessment of Current Conditions

The local jurisdiction should periodically evaluate the current conditions and operations of its local jail to identify deficiencies in the physical plant and management of the facility. This assessment should include an evaluation of the current operating procedures of the jail as well as the existing design and operating capacities of the housing, program and support areas and other factors (overcrowding, security requirements, court decrees, etc.) that impact the jail's operation.

C. Inmate Population Projections

Local jurisdictions should periodically review criminal justice and inmate statistics in order to identify recent trends that may affect future inmate population growth. It is recommended that each jurisdiction update its inmate population projections on an annual basis. At a minimum, the following data for the previous five years should be utilized in preparing the inmate population projections:

- ✓ average daily population (total, male and female)
- ✓ last day population (total, male and female)
- ✓ the number of inmates sentenced for 181 to 365 days
- ✓ average length of stay per inmate
- ✓ number of intakes per month (total, male and female)

The forecast of inmate population establishes the number of beds to be constructed and when the additional inmate capacity will be required. The inmate population projections are also necessary to determine the level of State participation as enumerated in the Correctional Services Article, ACM. The documentation listed below is needed to certify the jurisdiction's request of 100% State funding for local jail capital improvement projects. Please see Chapter 4 for additional information regarding the certification of 100% State funding.

- ✓ the annual growth in the number of inmates sentenced for 181 to 365 days since July 1987



- ✓ a minimum of a five-year projection of the total inmate population (including the projected number of sentenced inmates serving 181 to 365 days)
- ✓ supporting documentation describing the methodology used

D. Alternative to Incarceration Programs and the Potential Impact on the Projected Inmate Population

Considerable interest has been expressed in the implementation and expansion of alternative to incarceration programs at both the State and local levels. The legislature has established that each jurisdiction must make full use of alternative to incarceration programs prior to requesting State capital funds for an expansion or renovation of an existing local jail or the construction of a new correctional facility. The estimated impact of current and future alternative to incarceration programs should be considered in the jurisdiction's inmate population projections.

Examples of acceptable alternative to incarceration programs include:

- ✓ intensive probation supervision
- ✓ home detention and pre-trial release (all with or without electronic monitoring)
- ✓ community service
- ✓ day reporting centers

PLEASE NOTE: Work release, boot camp, DWI and weekender programs *are not* considered true alternatives to incarceration programs since inmates are housed in a local correctional facility.

Each jurisdiction shall submit annually the Alternative to Incarceration Programs form to the Department Public Safety and Correctional Services by **June 30**. Even if a jurisdiction does not operate such a program, the form stating that fact shall be submitted.

At a minimum, full implementation of alternative to incarceration programs should include the use of community service, home detention and pre-trial release services. Jurisdictions that do not operate community service, home detention and pre-trial release programs or do not appear to be making effective use of these programs will be required to submit the following documentation with the architectural program for the local jail capital improvement project:

- ✓ A description of each alternative to incarceration program that is being used by the jurisdiction. The description should identify the annual number of participants and the monthly average caseload of each program for a three-year period.
- ✓ Justification as to why additional alternative to incarceration programs have not yet been implemented.
- ✓ A detailed plan that identifies the steps that will be taken to increase the number of offenders diverted from incarceration. The projected annual number of participants and the monthly average caseload of each alternative to incarceration program for a three-year period should be included in the plan.



E. Capital Improvement Plan

Based on an evaluation of current conditions, projected inmate population and estimated impact of alternative to incarceration programs, the jurisdiction should identify the capital improvements that will be required for the next several years. These needs *must* be reflected in the local jail's five-year capital improvement plan to be submitted each year to the Division of Capital Construction and Facilities Maintenance of the Department of Public Safety and Correctional Services. The jurisdiction's five-year capital improvement plan shall include the following information:

- ✓ a projected total bed need;
- ✓ planned use for existing correctional facilities and the impact on the total bed need;
- ✓ planned use of alternative to incarceration programs and the estimated impact on the total bed need;
- ✓ the number of new beds needed and when the additional capacity will be required;
- ✓ a conceptual approach to building the beds and required program and support space (one time effort or a phased construction approach) and
- ✓ an estimated cost of each proposed capital improvement project.



RFP # 1015823

ATTACHMENT N

**MASTER CONFINEMENT STUDY – SEEKING STATE FUNDING FOR CAPITAL CONSTRUCTION IN
CORRECTIONS AND PROGRAM REVIEW TO ENSURE BEST PRACTICES ARE IN PLACE: SEEKING
YOUR INVOLVEMENT,” JUNE 30, 2011 MEMORANDUM**



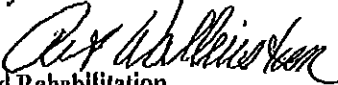
DEPARTMENT OF CORRECTION AND REHABILITATION

Isiah Leggett
County Executive

June 30, 2011

Arthur M. Wallenstein
Director

TO: Tom Manger, Montgomery County Police Chief
Darren Popkin, Sheriff
John McCarthy, State's Attorney
John Debelius, Administrator Judge, Circuit Court
Eugene Wolfe, Administrative Judge, District Court
Michael Subin, Executive Director, CJCC
Tom Street, Assistant Chief Administrative Officer
Brian Shefferman, Public Defender
Uma Ahluwalia, Director, Department of Health and Human Services
Ray Crowell, Ph.D., Chief of Behavior Health, HHS
William Sollod, Division of Probation and Parole, DPSCS
Joseph Beach, Director, Office of Management and Budget
David Dise, Director, Department of General Services
Steve Emanuel, Director, Department of Technology Services
Melanie Wenger, Director, Office of Intergovernmental Relations
Chris Cihlar, Manager, CountyStat

FROM: Arthur Wallenstein, Director 
Department of Correction and Rehabilitation

SUBJECT: Master Confinement Study – Seeking State Funding for Capital Construction in Corrections and Program Review to Ensure Best Practices are in Place: Seeking Your Involvement

The County Executive has approved CIP funding for a long awaited and absolutely essential Master Confinement Study. A study of this nature will guide capital construction and program development for correctional operations in Montgomery County over the next 20 years. The focus is a serious cross agency needs assessment to support criminal justice operations and to seek state funding for construction.

A Master Confinement Study provides guidance to decision makers for the expenditure of both capital funds for correctional facilities and operating funds for critical diversion programs and best practice alternatives that impact the correctional population in a given jurisdiction. Maryland is surprisingly progressive in that up to 50% of the total construction costs of building new facilities, renovating existing facilities or additions to facilities already in use can be paid by the State if prior planning and system review is completed in a thorough, detailed and collaborative manner. Few states in the entire nation provide this state supported option. The completion of a Master Confinement Study will be mandatory for any state funds to flow to Montgomery County for new projects that are desperately needed both now and in the near term future to provide for a safe, constitutional and responsive adult correctional system in support of County public safety - law enforcement priorities.

Montgomery County Detention Center

1307 Seven Locks Road • Rockville, Maryland 20854 • 240-777-9960
www.montgomerycountymd.gov

Collaboration and Interagency Cooperation in Developing and Conducting This Study - Operating a local correctional system in terms of capital and operating expenses is expensive not simply to the Department of Correction and Rehabilitation, but to other related public agencies and community organizations who are key stakeholders in the criminal justice and public safety process. The study must be cross agency without exception, given the interlocking work that characterizes our joint collaborative efforts to ensure public safety within constitutional confines now well established in the field of adult corrections. Nowhere is collaboration more essential or obvious than at the local level, hence the mandatory nature of multi-agency involvement as noted above.

The past has demonstrated how closely related is the work of our individual agencies, and how much we rely upon each other to conduct the public business in the area of public safety and the criminal justice system. Ancient approaches of single agency decision making are no longer relevant and while this Master Confinement Study flows out of a DOCR initiative to seek funding for capital projects such as the Executive's proposed Criminal Justice Center (CJC) to replace MDCD/Seven Locks and building out MCCF to full capacity, the process mandates interagency involvement at the highest level of collaboration. The study is a State requirement, but it is also the future of facilities and programs that impact all of our agencies, and we want this to be collaborative in every definition of the term.

Further Background - The needs are quite obvious to every component agency within the criminal justice system. If Montgomery County runs out of detention space, Police Departments are immediately impacted, and even if serious crowding develops to solve a Police problem, the County most assuredly will be facing litigation for violating Federal and State guidelines. The effects of jail overcrowding will flow almost immediately and impact County government in a negative manner that grows over time, so the time is now to plan for the future because the future is already upon us.

The SAO depends upon bed space for separation of arrestees in a growing number of gang and group defendant cases. This is not just about jail beds. The SAO depends upon DOCR diversion capacity to diminish several thousand potential trial cases when the history of ACS and IPSA shows the value of diversion. District and Circuit Court count upon suitable detention space, alternatives to incarceration, diversion opportunities and community corrections/reentry beds to meet sentencing needs. The Master Confinement Study will review if additional diversion capacity is warranted and could impact the ultimate size and longevity of highly expensive bed space additions.

Public defense has a strong interest and warrants a voice in decision making regarding the justice process in Montgomery County from its unique perspective. HHS looks at the system from many vantage points including mental health capacity for serious and persistently mentally ill individuals with serious criminal charges and pre-book and post-book diversion options to limit incarceration of the mentally ill. The State Division of Probation has a strong interactive role impacting jail bed space needs, the speed of Court hearings on technical violations and a range of options including Drug Court and a Mental Health Court or other options available. The Criminal Justice Coordinating Commission brings a focus on mandatory cross agency planning and data driven outcomes transcend traditional political rhetoric as real solutions are sought.

A group process for planning and action without exception - no single agency drives correctional bed space needs. Multi agency/stakeholder involvement is essential in a collaborative undertaking that will serve the county for at least the next 20-25 years. One dimensional studies or simple numerical

projections of past practice are fraught with every possible error. Without stakeholder agency interaction and strong senior leadership, the preparation of a Master Confinement Study cannot be accomplished and pass Executive, Council, State funding review and muster, and public support.

Why Do It Now and Must We Really Proceed at This Time? The last Master Confinement Study was completed in 1995. It was used to gain state funding for MCCF. It cannot and may not be used for future projects because times have changed, county demographics have changed, criminal justice practices are significantly different and public policy in matters of enforcement, prosecution, judicial activity and correctional operations have evolved enormously since 1995. Montgomery County was appropriately told by the State of Maryland in 2010 that no state funds could be sought for any future correctional projects without a new and fully up-to-date Master Confinement Study. (see ATTACHMENT for minimum state requirements to accompany any Montgomery County capital construction funding request).

The future is with us now – Montgomery County is down to one remaining 64-bed housing unit or cell block which is often utilized for general population inmates. The Central Processing Unit at MCDC/Seven Locks that receives 16,000 Police bookings each year is close to physical collapse. While a small amount of resources has been separately approved by the County Executive to keep CPU operating (stabilization project currently under review) all agree that a new Central Intake facility is necessary and long overdue. The CPU model has worked efficiently and now demands a proper physical plant. If this is not completed the District Court may simply leave. The current plant is overtly dangerous for the surrounding community, law enforcement officers using the facility (24/7), the Correctional Staff who must operate it and the 24/7 District Court operation that makes the entire process work.

A Master Confinement Study will have to wrestle with what has greater priority – building out MCCF to add jail bed space or constructing a new Criminal Justice Center (CJC) that will house all booking, intake and Central Processing – Commissioner based booking operations. In August, 2011, the new District Court of Maryland courthouse will open in Rockville, and all Commissioner operations will move there with the exception of 24/7 initial appearance CPU operations. The County either provides a proper work environment or the well-tested and fully successful CPU operation could come to a halt.

These are difficult decisions, but given what we anticipate will be a period of 10 years to enter the State funding cycle and construct facilities for the future; we really must begin yesterday and without any exception as quickly as possible. Until Montgomery County has a plan of what projects it seeks to complete, what programs help support this need and in what priority the project should be initiated, not one dollar of State funding may be sought.

Major focus areas – Master Confinement Study – There are three primary macro focus areas that must be engaged and covered to the very best of our ability:

- a) A Macro plan for criminal justice needs with a focus on corrections and facilities;
- b) Responding to specific State guidelines to secure State funding for any proposed project or projects that will follow;

- c) Efficiency improvement in all CJ agencies that might impact detention and sentenced holding space and the costs in that area of operations.

To assist my colleagues the following list of study component elements is noted:

- a) What are the crime trends in Montgomery County - will be included in the Study;
- b) To what degree does criminal activity and crime data drive the need for detention space and jail bed space - will be included in the Study;
- c) Are there sufficient jail diversion programs to meet public safety and criminal justice needs - will be included in the Study;
- d) If additional diversion program capacity will diminish jail bed space needs - what are those validated best practices that need local review and consideration - will be included in the Study;
- e) What secure/jail bed space needs can be projected for the next 20 years based on rational data that is available and rational projections of forthcoming criminal justice practices? - will be included in the Study;
- f) Are there sufficient community corrections, work release and reentry bed space for current and future population growth flowing from the full criminal justice system? - will be included in the Study;
- g) Are there areas of pretrial programming that would safely diminish the need for jail bed space that the County has simply missed, overlooked or has not been able to implement for a variety of reasons? - will be included in the Study;
- h) Have the needs of major criminal justice stakeholders been considered in macro county criminal justice planning - this includes at a minimum law enforcement/Police, District Court, Circuit Court, Office of the State's Attorney, Office of the Sheriff, Office of Public Defense, State Division of Probation and Parole, Health and Human Services, Criminal Justice Coordinating Commission and others - will be included in the Study;
- i) Does existing practice as well as neutral review suggest that best practice elements exist regarding criminal justice agency communication, cooperation and actual collaboration? - will be included in the Study;
- j) Are there key additional not-for-profit or community-based private agencies or victims' organizations who should be heard on this County effort at macro criminal justice/correctional space planning? - will be included in the Study;
- k) Employee interests and considerations as well as the views of labor relations and unions who represent workers must be considered - will be included in the Study.

The above mentioned elements were provided to assist stakeholders in understanding what considerations and key focus issues should be included in a Master Confinement Study. Other topics that support this effort may be included at stakeholder request.

Preparation of a Request For Proposals (RFP) - under County guidelines a study of this scope requires a formal public process - request for proposals (RFP). DOCR and DGS (Department of

General Services) with the direct assistance of OMB will develop the draft RFP to ensure it meets all local and state legal and administrative guidelines. Draft materials will be circulated to all major stakeholder agencies, for your involvement is considered critical to a quality work product where we all have ownership of the outcome. A County selected review and selection committee will be empanelled to recommend the very best providers through their response to the RFP and their past practice. We want to do this right and stakeholder ownership and belief in a professional process is essential to a positive outcome.

What comes next? – The following will come within the next 45 days:

- a) Completion of a draft Master Confinement Study RFP by DOCR (Art Wallenstein), Department of General Services (Ronnie Warner) and OMB (Ed Piesen) within 45 days;
- b) Sharing with all stakeholders and meetings with every stakeholder individually and as a group to ensure the RFP is properly vetted and completed;
- c) Addition of all mandatory boilerplate administrative language that would accompany a formal County solicitation for professional services – lead agency is Department of General Services and Office of the County Attorney;
- d) Releasing the RFP to the professional community as soon as it is ready for publication;
- e) DGS oversight of a review and selection process of an appropriate vendor to complete the Master Confinement Study;
- f) Establishing the above noted stakeholder group as a core element to be available to the selected vendor to respond to policy, data and operational information needs to complete the study.

It is anticipated that it will take a minimum of 12 full months for a nationally recognized vendor to complete the Master Confinement Study. Participation of every agency mentioned above will be part of this effort – there will be no stovepipe mentality, but rather a system process priority from beginning to end. Ultimately the County Executive will base future requests for State funding, County CIP projections and public policy for the future in the area of public safety in part on the outcomes from this study. Any proposals will be transmitted to the Montgomery County Council for review and approval as mandated by County practice. This process must begin at once.

Attachment: Chapter 3: Formalized Planning Process

cc: Susan Farag, Legislative Analyst, County Council
Sheila Sprague, Legislative Analyst, Office of Intergovernmental Relations
Ed Piesen, Senior Budget Analyst, OMB
Ronnie Warner, Capital Projects Manager, DGS
Tim Firestone, CAO
Warden Robert Green, Detention Services, DOCR
Sharon Trexler, Chief, Pretrial Services, DOCR
Stefan LoBuglio, Chief, Pre-release and Reentry Services, DOCR
Captain Louis LeCompte, DOCR/CIP Lead
Craig Dowd, Budget Chief, DOCR

CHAPTER 3: FORMALIZED PLANNING PROCESS

A. Overview

The following information is provided to serve as a guide for local jurisdictions in the collection, projection and analysis of data, the identification of facility needs and the development of recommendations to meet the jurisdiction's future correctional needs. By recording this information in a systematic way and updating it on a periodic basis, the local jurisdiction will be able to identify, evaluate and address the conditions that currently affect or will affect its local jail in the future. This will permit the development of sound capital programming that will guide the physical development of the local jail. The formalized planning process involves assessing the condition of existing facilities, preparing inmate population projections, estimating the impact of alternative to incarceration programs on future inmate population growth and developing a capital improvement plan to meet the projected needs.

B. Assessment of Current Conditions

The local jurisdiction should periodically evaluate the current conditions and operations of its local jail to identify deficiencies in the physical plant and management of the facility. This assessment should include an evaluation of the current operating procedures of the jail as well as the existing design and operating capacities of the housing, program and support areas and other factors (overcrowding, security requirements, court decrees, etc.) that impact the jail's operation.

C. Inmate Population Projections

Local jurisdictions should periodically review criminal justice and inmate statistics in order to identify recent trends that may affect future inmate population growth. It is recommended that each jurisdiction update its inmate population projections on an annual basis. At a minimum, the following data for the previous five years should be utilized in preparing the inmate population projections:

- ☐ average daily population (total, male and female)
- ☐ last day population (total, male and female)
- ☐ the number of inmates sentenced for 181 to 365 days
- ☐ average length of stay per inmate
- ☐ number of intakes per month (total, male and female)

The forecast of inmate population establishes the number of beds to be constructed and when the additional inmate capacity will be required. The inmate population projections are also necessary to determine the level of State participation as enumerated in the Correctional Services Article, ACM. The documentation listed below is needed to certify the jurisdiction's request of 100% State funding for local jail capital improvement projects. Please see Chapter 4 for additional information regarding the certification of 100% State funding.

MD
Mandatory
State Ags
Act to provide
one w/ books

- ☐ the annual growth in the number of inmates sentenced for 181 to 365 days since July 1987
- ☐ a minimum of a five-year projection of the total inmate population (including the projected number of sentenced inmates serving 181 to 365 days)
- ☐ supporting documentation describing the methodology used

D. Alternative to Incarceration Programs and the Potential Impact on the Projected Inmate Population

Considerable interest has been expressed in the implementation and expansion of alternative to incarceration programs at both the State and local levels. The legislature has established that each jurisdiction must make full use of alternative to incarceration programs prior to requesting State capital funds for an expansion or renovation of an existing local jail or the construction of a new correctional facility. The estimated impact of current and future alternative to incarceration programs should be considered in the jurisdiction's inmate population projections.

Examples of acceptable alternative to incarceration programs include:

- ☐ intensive probation supervision
- ☐ home detention and pre-trial release (all with or without electronic monitoring)
- ☐ community service
- ☐ day reporting centers

PLEASE NOTE: Work release, boot camp, DWI and weekender programs *are not* considered true alternatives to incarceration programs since inmates are housed in a local correctional facility.

Each jurisdiction shall submit annually the Alternative to Incarceration Programs form to the Department Public Safety and Correctional Services by **June 30**. Even if a jurisdiction does not operate such a program, the form stating that fact shall be submitted.

At a minimum, full implementation of alternative to incarceration programs should include the use of community service, home detention and pre-trial release services. Jurisdictions that do not operate community service, home detention and pre-trial release programs or do not appear to be making effective use of these programs will be required to submit the following documentation with the architectural program for the local jail capital improvement project:

- ☐ A description of each alternative to incarceration program that is being used by the jurisdiction. The description should identify the annual number of participants and the monthly average caseload of each program for a three-year period.
- ☐ Justification as to why additional alternative to incarceration programs have not yet been implemented.

☐ A detailed plan that identifies the steps that will be taken to increase the number of offenders diverted from incarceration. The projected annual number of participants and the monthly average caseload of each alternative to incarceration program for a three-year period should be included in the plan.

E. Capital Improvement Plan

Based on an evaluation of current conditions, projected inmate population and estimated impact of alternative to incarceration programs, the jurisdiction should identify the capital improvements that will be required for the next several years. These needs ***must*** be reflected in the local jail's five-year capital improvement plan to be submitted each year to the Division of Capital Construction and Facilities Maintenance of the Department of Public Safety and Correctional Services. The jurisdiction's five-year capital improvement plan shall include the following information:

- ☐ a projected total bed need;
- ☐ planned use for existing correctional facilities and the impact on the total bed need;
- ☐ planned use of alternative to incarceration programs and the estimated impact on the total bed need;
- ☐ the number of new beds needed and when the additional capacity will be required;
- ☐ a conceptual approach to building the beds and required program and support space (one time effort or a phased construction approach) and
- ☐ an estimated cost of each proposed capital improvement project.

ATTACHMENT 2

OUTLINE

1. **Title: Master Confinement and Population Projection Study**
(Consultant Services)
2. **Department. Headline Performance Measure – "Safe Streets and Secure Neighborhoods"; "A Responsive and Accountable County Government"**
3. **Program Performance Measure Changes – Results sought:**
 - a. Evaluation of current bed space capacity and relevance to the existing population. (Will there be adequate capacity by type to handle projected subpopulations of offenders in the adult correctional system: jail vs. community corrections?)
 - b. Assure that the County is properly positioned to seek State funding under the local jail construction program and to maximize State funding for future bed space additions at the Montgomery County Correctional Facility (MCCF) or the Pre-Release Center (PRC).
 - c. Determine when the County should initiate the process for the CIP planning cycle to complete build-out at MCCF for the remaining 224 bed footprint (housing unit presumed in the initial plans and design) based on the population projections.
 - d. The Department has a specific performance indicator (combined population trends – see attached) that suggests the County will be out of jail-based bed space by 2010. We must responsibly determine if that is correct for the County will need to proceed, perhaps immediately, to bring additional bed space on line and still receive State funding (up to 50%) for the project given the CIP cycle for funding at the State level
 - e. PTS & Home Confinement
4. **Problem Definition and Proposed Solution – The Department of Correction and Rehabilitation (DOCR) needs to ensure there is sufficient confinement bed capacity and community corrections residential/program capacity available to fulfill the needs of the criminal justice system in Montgomery County for the mid- to long term. The Department has not commissioned a population projection study for the adult correctional system in Montgomery County since the mid 1990's. This speaks to the entire criminal justice system and directly to the ability of the County to provide safe streets and neighborhoods. County population growth, changes in criminal behavior, focus of prosecution in gang related matters and greater community based police efforts generate the need to develop an evaluation of what will be needs for the future both in terms of bed space, the type of bed space and diversion and alternative programming to meet law enforcement and judicial needs.**

The County planned ahead very well in providing for a 224 bed addition footprint at MCCF/Clarksburg. Adequate building systems capacity for this addition and the additional inmates and staff that it would require were included in the initial facility design and planning. The footprint is identified. The County must decide when to build that additional 224 bed housing unit to provide secure detention space for the criminal justice (CJ) system. This cannot not be based on thoughtful guesswork – it requires a determined analysis of population and housing and commercial development plans and trends and all CJ operations (Police, courts, State's Attorney, Sheriff) which will impact the type, location, and amount of correctional space will be needed. The problem

specifically stated:

- a. what bed space numbers are projected for County criminal justice needs;
- b. what type of bed and program space will be needed (jail vs. community corrections);
- c. what options and alternatives not already in place could impact those needs (reduce the projected need);
- d. what State funding requirements and lead time are required to maximize State funding potential to support a portion of that construction;
- e. will criminal justice system generated needs move faster than the ability of the County to develop bed and program space and funding options;
- f. what public policy developments in this community will impact bed space and program needs and in what direction;
- g. absent hard data (with all underlying assumptions included), the absence of space will likely be upon the County without a clear plan of action of efforts to gain access to the state CIP cycle to maximize State financial assistance of any planned construction at MCCF or PRRS or in other facilities;
- h. the county population continues to grow and change in character and distribution (yet is also approaching a practical and planned limit in reflected in zoning and other planning tools); given offender populations in Gaithersburg and Germantown, is it cost effective to consider Pre-Trial and work release program/residential locations in the upper portion of the county?

Proposed Solution - the process is well defined and has been done across the country. In the same way that the County secured professional consulting services to create a straight population projection in the mid-1990's, a proper study will engage each of the issues mentioned above. All funds will be spent on professional consultant services that will flow from a detailed RFP issued nationally to secure the most experienced and best possible vendor. The study will have a County based steering committee to ensure it covers all appropriate criminal justice elements. Because many such master confinement and population projection studies in the past, it is anticipated that several national vendors will be available for such an effort. To avoid engaging the bed space issue leaves the County in contradiction of the safe streets headline measure. To wait until the immediate need is upon us raises the cost and creates a crisis that should otherwise not be necessary. By having a solid project of bed space needs and distribution by security type the County will be ready to make clear decisions on correctional bed space development in support of law enforcement, prosecutorial, and judicial efforts to ensure safe streets and secure neighborhoods and avert a bed space crisis that would impact this major County headline measure.

5. **Evidence to Support Proposed Solution** - Millions of dollars will be spent on completing the MCCF/Clarksburg build out. A failure to monitor that process in terms of program development could cost many more millions in construction delay and in handling an inmate population that could significantly exceed capacity before construction is completed. Changes in County demographics, crime patterns, arrest patterns, and pretrial service delivery needs mandate the need for a responsible study of our short term and longer term future in this critical area of County service delivery.

The National Institute of Corrections (US Justice Department) has argued for 25 years that building in the absence of population planning is irresponsible and the County followed this direction in the mid-1990's. Now is the time to fully update those earlier studies with greater focus of specific program development, the types of space that will be needed, and their best and most efficient location. This is a constant admonition of best practice through the NIC PONI (Planning of New Institutions) program that has been used as a project process tool all across the nation. Adding capacity without study

almost guarantees that options, alternatives, efficiencies, and collaborative process among stakeholder agency efforts will be missed. Montgomery County is a national leader in collaborative process among criminal justice agencies, but the time is now for hard data collection and analysis on future correctional needs. Given the lengthy funding CIP cycles at the County and State level, not a year can be lost. The County may well already have lost a window on State funding options given needs in other parts of Maryland.

Best practices and the County's own past practice demonstrate this method of proceeding. Correctional bed space is not without end – we are starting to close in on the current capacity limits and if we use a 5-year cycle for bringing new space on line the time is now to create the data base and options/alternatives to drive that process.

The following national studies speak directly to the need to conduct serious and determined population and process analysis as part of any master confinement study. Such studies cannot be left to chance, thoughtful analysis, or implementation by those without practice and training and direct line experience in such efforts:

Mark Cuniff, Jail Crowding: Understanding Jail Population Dynamics, National Institute of Corrections, US Justice department, January 2002, 49p.

Bureau of Justice Assistance, A Second Look at Alleviating Jail Crowding – A Systems Perspective, Monograph, US Department of Justice, NCJ182507, October, 2000, 111p.

Gail Elias, How to Collect and Analyze Data – A Manual for Sheriffs and Jail Administrators, 2nd Edition, National Institute of Corrections -0 US Justice Department, September, 1999, 205p.

6. Partners /Collaboration Regarding Population Management

The overriding Department goal of supporting the 'Safe Streets and Secure Neighborhoods' requires sufficient detention (bed space) and program capacity in the adult correctional system in Montgomery County for the future. Jail and correctional bed space availability and utilization (jail beds and community corrections beds and nonincarceration options) are not magic – they require ongoing and intensive policy and operations review. The Department of Correction and Rehabilitation has been a leader in this area of practice. Collaborative partners include the following organizations and groups:

- 1) District Court (State)
- 2) District Court Commissioners (State)
- 3) Circuit Court (County)
- 4) State's Attorney Office (County)
- 5) Public Defense (State)
- 6) Police Department (County)
- 7) Probation and Parole (State)
- 8) Criminal Justice Behavioral Health Steering Committee (County, State and community - seeking in part to diminish the use of jail bed space for mentally ill offenders who can be treated in the community without compromising public safety)
- 9) Criminal Justice Coordinating Commission – Jail Population Work Group (County, State and community)
- 10) Health and Human Services (County - wide range of behavioral health programs and community based diversion efforts in mental health and substance abuse); community diversion partners include:

- a) Avery Road Treatment Center
- b) Outpatient Addiction Services
- c) Threshold Services, Inc.
- d) Access to Behavioral Health Services
- e) Family Services, Inc. (Gaithersburg, MD)
- f) Journeys Program
- g) Potomac Ridge Day Program
- h) Washington Adventist Hospital Day Program
- i) Avery Road Combined Care
- j) Counseling Plus
- k) Suburban Hospital
- l) VA Hospital
- m) Private providers (all over the map)
- n) Abused Persons Program
- o) Jail Addiction Services
- p) Bethesda Cares

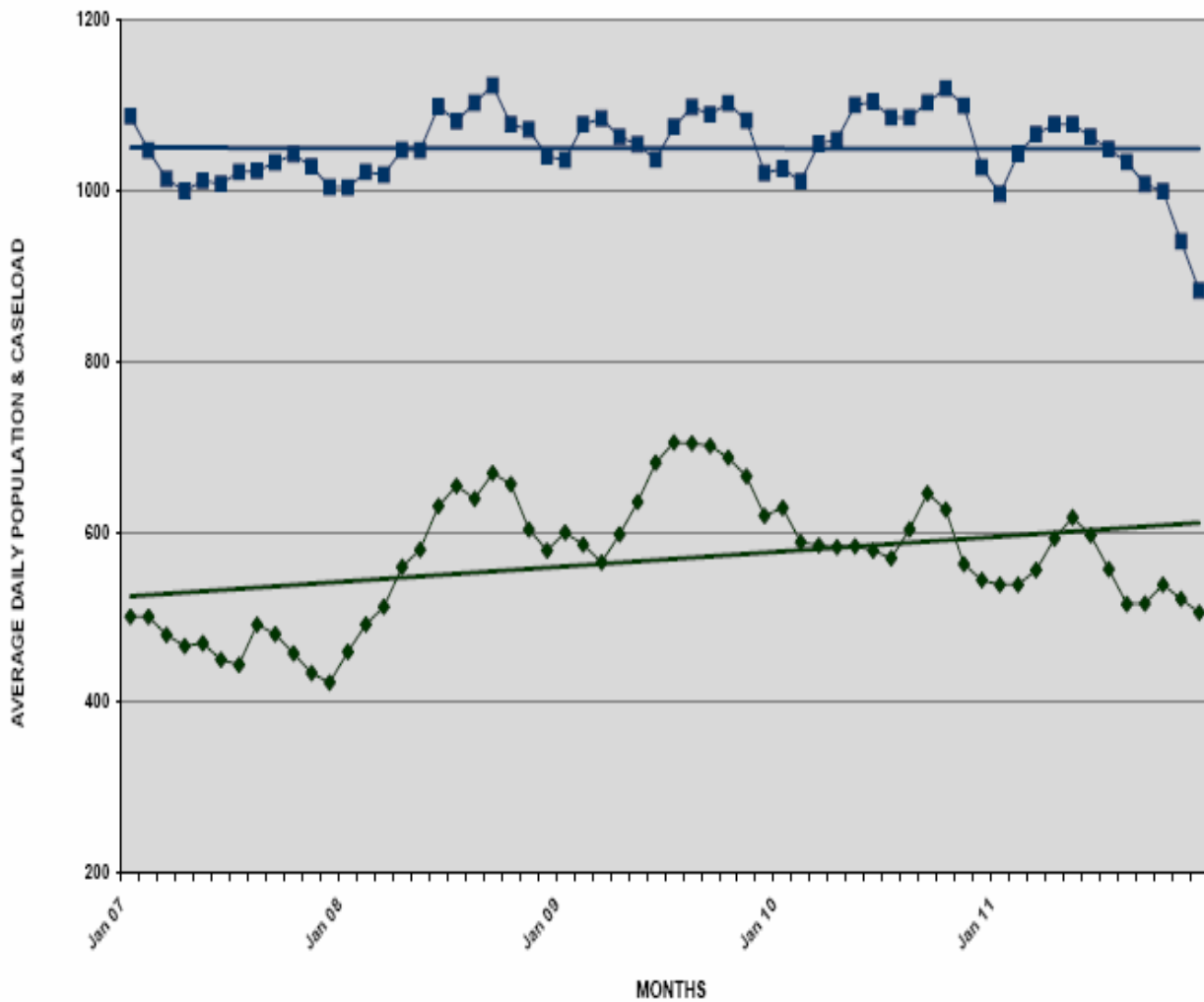
These are real partners who are involved in ongoing meetings, work groups (through the leadership of the Criminal Justice Coordinating Commission), program changes, and studies to create efficiencies in the criminal justice system that move cases more efficiently and swiftly. This creates additional bed space by reducing the average length of stay and developing more options (pretrial and post-conviction) that open up bed space, thereby extending the use of available and already planned capacity.

ATTACHMENT O

DEPARTMENT OF CORRECTION AND REHABILITATION AVERAGE DAILY POPULATION 2007-PRESENT AND INMATE POPULATION 2007-PRESENT



**DEPARTMENT OF CORRECTION AND REHABILITATION
DOCR AVERAGE DAILY POPULATION
PRE-TRIAL AVERAGE DAILY CASELOAD*
JANUARY 1, 2007 - DECEMBER 31, 2011**



* New Jail Opens, MCCF March 2003 = 902

* Caseload - Number of Defendants Under Pre-Trial Supervision

◆ PTS Caseload ■ DOCR ADP



**DEPARTMENT OF CORRECTION AND REHABILITATION
DOCR INMATE POPULATION
JANUARY 2007 - PRESENT**

YEAR 2007

DIVISION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	07
MCDC	168	143	135	144	145	141	160	140	160	161	166	158	152
PRRS	175	170	165	172	167	171	163	172	167	178	177	173	171
MCCF	745	735	714	684	700	697	699	712	707	704	686	674	705
Average (ADP)	1,088	1,048	1,014	1,000	1,012	1,009	1,022	1,024	1,034	1,043	1,029	1,005	1,027
Caseload	500	500	479	466	469	450	444	491	480	457	434	423	466

YEAR 2008

DIVISION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	08
MCDC	165	165	152	148	141	164	158	183	170	154	158	149	159
PRRS	170	170	173	182	174	163	169	166	164	162	169	162	169
MCCF	669	687	695	719	733	772	756	755	790	762	746	730	734
Average (ADP)	1,004	1,022	1,020	1,049	1,048	1,089	1,082	1,103	1,124	1,079	1,072	1,041	1,062
Caseload	459	491	512	558	579	630	654	639	669	656	603	578	586

YEAR 2009

DIVISION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	09
MCDC	136	182	188	160	163	173	181	178	166	176	154	121	165
PRRS	154	152	155	162	158	152	156	171	175	176	173	168	163
MCCF	747	745	741	742	734	712	739	750	749	752	756	732	742
Average (ADP)	1,036	1,078	1,085	1,064	1,055	1,037	1,076	1,099	1,090	1,103	1,083	1,021	1,069
Caseload	599	585	564	597	635	681	705	704	701	687	665	619	645

YEAR 2010

DIVISION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	10
MCDC	121	112	172	156	161	159	164	146	156	163	144	122	148
PRRS	162	156	154	152	174	186	179	165	160	156	147	145	161
MCCF	743	743	729	752	766	759	744	776	788	801	809	762	764
Average (ADP)	1,026	1,012	1,056	1,060	1,101	1,105	1,086	1,087	1,104	1,121	1,100	1,028	1,074
Caseload	628	588	584	582	583	578	569	603	645	626	562	543	591

YEAR 2011

DIVISION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	** DEC	11
MCDC	125	141	154	151	143	149	144	137	127	137	118	109	136
PRRS	141	147	150	169	170	156	147	152	146	137	125	145	149
MCCF	730	756	763	758	766	759	759	745	736	726	697	629	735
Average (ADP)	997	1,044	1,067	1,079	1,078	1,064	1,049	1,034	1,008	1,000	941	883	1,020
Caseload	538	538	555	582	617	596	556	515	516	538	521	505	549

ADP - Average Daily Population

Caseload - Number of Defendants Under Pre-Trial Supervision

**December 1, 2011 - December 31, 2011

RFP # 1015823

ATTACHMENT P

**“MODEL RECALIBRATION, MONTGOMERY COUNTY JAIL MODEL,” DECEMBER 9, 1994, INSTITUTE
FOR LAW AND JUSTICE**



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Model Recalibration

Montgomery County Jail Model

December 9, 1994

Prepared for
Montgomery County Maryland

Introduction

The Institute for Law and Justice developed a projection model based upon data available through 1990 for Montgomery County in 1991. The model permits relatively easy "what if?" queries by modifying a set of parameters in the model. The model was also permits recalibration by adding data points from time to time.

After extensive correction analysis on historical trends in the jail, in court activities, and a host of demographic and economic variables, a projection model was developed based upon long-term population growth. The original analysis yield no significant demographic or environmental variables that could be shown to have impact separate from population growth. Using population projections developed by regional demographers, ILJ projected the total population under the control of the Department of Correction and Rehabilitation (DOCR) into the future based upon the relationship obtaining in the past.

The population under the control of the DOCR was defined as the persons admitted into the jail. The measure of that population was defined as the average daily population (ADP) in the jail. These definitions were used in order to allow consistency over the past in order to produce the greatest stability in statistical projection. A model was then built which projects the total population under control and estimates the average daily population (ADP) of the jail by subtracting from this total projection the estimated bed days saved through the use of alternative programs. The decision to use the impact of alternative programs as subtractions from the total population under control was based on the capacity to use data from periods before these programs existed and the capacity to vary the use (ostensibly by changing policy) to see the impact on the jail.

In summary the original model was based upon the following:

- Projection on total historical population entering the jail
- Removal of those going to Pretrial Services after entering the jail
- Removal of those going to alternatives such as PRC and CART
- Remaining is the expected jail population

Recently, ILJ was asked to recalibrate the model. Although the results do not show any dramatic changes in long-term expectations, the recalibration does show where recent experience has varied from the expectations of four years ago. Two of the programs (PTSU and CART) were new, and the impact of each could only be surmised. Moreover, the county was just coming off peak jail use from the heavy influx of drug cases in the 1986-1989 period. More data points were really

needed in order to avoid overestimating the impact of the drug years on the long-term projections. Basically the results of the recalibration are:

- Long-term expected use of jail space is less but not much less than original projections
- PTSU has been more effective than expected in the earlier model
- PRC and CART have not taken as high a percentage of the jail population as expected earlier

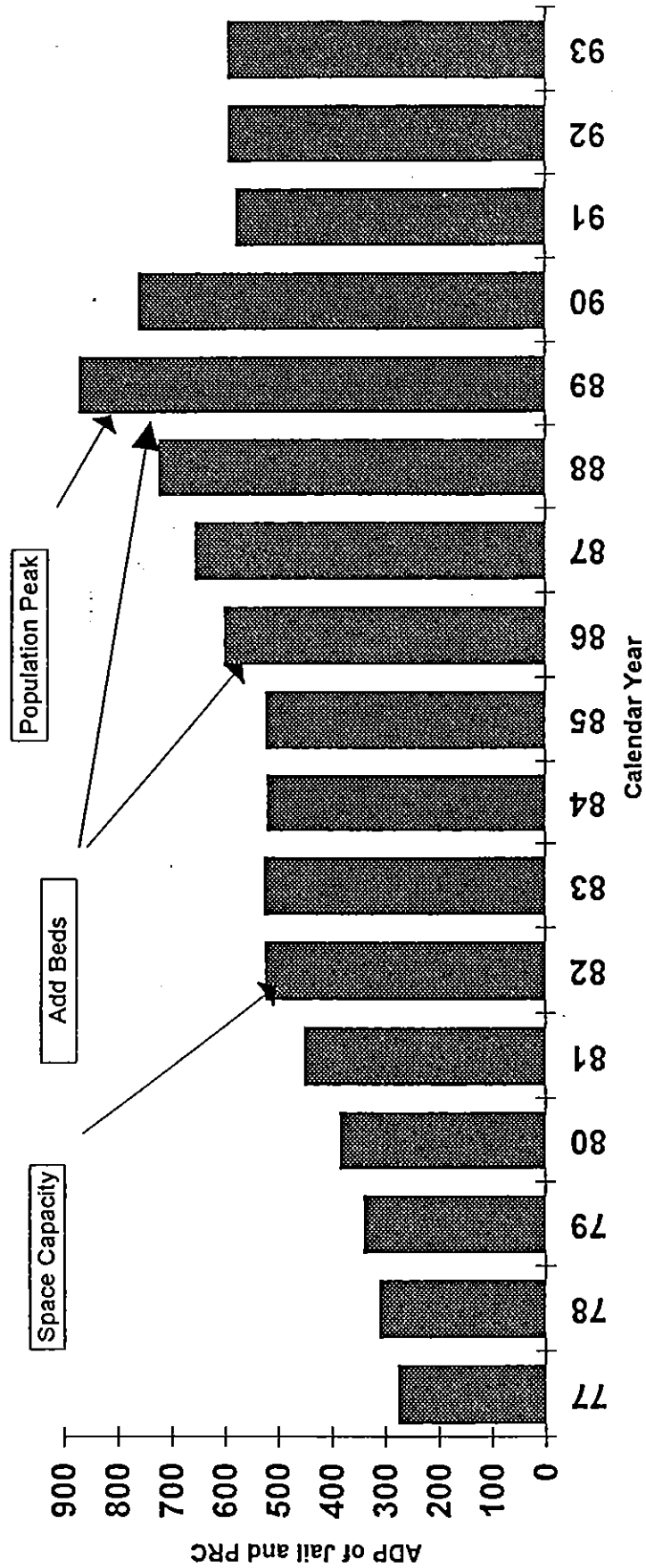
Recalibration is simply the recalculation of the basic underlying data analysis with new data. The original underpinnings of the data were the ADP of the jail, the annual intake, and the county population. As years pass, one can enhance the analysis by additional years of data. In this case, we have added data for 1991, 1992, and 1993. Moreover, we have changed the long-term projected county population based upon new estimates by the Maryland National Capital Park and Planning Office. The addition of data for these three years helps *average out* the impact of short-term blips in the trend of county criminal justice practices. Exhibit 1 shows the average daily population over time. The 1986 through 1989 years showed a steep climb due to the impact of drug sweeps. By 1990, open air drug sales were simply hard to find. Moreover, the trend toward fewer persons using drugs (which began in the late 1970s) was probably completed in Montgomery County by 1990. This pattern is a nationwide one. (The peak occurred one or two years later in the middle of the country, but similar to Montgomery County on both coasts.)

Between 1989 and 1993, the Montgomery County judicial system dropped from an ADP of 485 persons who ultimately were released on pretrial status to an ADP of 312. We estimate that at least 69 of those average daily savings were due to the impact of the Pretrial Service Unit. Approximately 76 ADP is due singularly to reduction in the number of pretrial detainees in the system (628 less in 1993 than in 1989). The remaining savings (approximately 28) may be due to changes in court processing.¹

A look at the sentence population shows little additional information. The changes in ADP do not appear to be due to any increased load of cases going to the Pre-Release Center (PRC) or to Community Accountability, Reintegration and Treatment (CART). The relationship between overall inflow of cases and the number of offenders handled by PRC and CART is shifting in the opposite direction—to wit, PRC and CART are taking less than expected.

¹ An additional ADP of 17 is reduced in the sentence population.

Exhibit 1: Montgomery County, Average Daily Population Trend



Capacity reflects the jail only and does not include the PRC although, the ADP includes both.

There are potentially three reasons for the divergence of projected and actual ADP during the 1989-1993 period. First, we have repeatedly noted that any projection has a built-in expected variance. At any time, we expect a variation of up to 73 beds above or below the mean. Second, we had inadequate data to assess the impact of the Pretrial Services Unit (PTSU) at the time the model was completed. Hence we expected that more experience might show other changes. In fact, as it became apparent that the jail population was less than expected, our first assumption was that it was due to PTSU. Third, Montgomery County initiated differentiated case management in 1992 to expedite the processing of incarcerated offenders. The model assessment below suggests that Montgomery County has decreased the use of incarceration on all levels, but there does not appear to be any additional use of correctional alternatives. The changes appear to be due to PTSU and changes in practices at the court level.

Recalibration of the Model

Three things were done to recalibrate the model. First, the census data and county population projections were updated. Second, actual 1990 through 1993 data for the jail, PRC and CART were entered into the model. The long-term regression models were rerun to generate new coefficients. These changes resulted in further reduction of the short-term impact of the bulge in drug arrests in the middle to late 1980s.

The third and final recalibration element was the updating of the impact of PTSU. The PTSU analysis demonstrates two points. First, the people actually involved in PTSU probably save only about 35 beds per month. However, the secondary impact of PTSU on pretrial practices appears to have double the impact. Since we did not study the pretrial practices for this recalibration, we cannot say how this works. However, we do note that PTSU has an average intake of around 85 per month. Looking at the difference in average length of stay between 1989 and 1993 (just over 10.5 days²), persons released to pretrial services account for about 30 ADP (over the entire life of PTSU) who otherwise would be in the jail. Given the current figures, that comes out to be about 35 ADP. However, the total average change on pretrial is closer to 69 ADP. Hence we presume that PTSU is having a carry-over effect about double its direct impact. The earlier model had expected a total impact of just over 50.

² The average length of stay was 44.5 in 1989 and only 34.0 in 1993.

The New Projections Compared with the Old

County population projections have changed. Exhibit 2 shows the comparison of the projected population at the time of the original study and now after full evaluation of the 1990 census and the ongoing trends in the county.

Notice that the current projections are lower than the new projections between 1996 and 2001. After 2001, the current projections are higher than the old ones and the difference grows at least to 2010 (the period of the projection). If all things were to remain constant, the jail population might continue to lag below projections until around 2001 or 2002.

Exhibit 2: Change in Estimated County Population between Earlier Model and Current Model

Year	Original	Current	Difference
1990	730,000	757,037	27,037
1991	754,000	764,920	10,920
1992	762,000	770,867	8,867
1993	770,000	777,137	7,137
1994	778,000	782,118	4,118
1995	790,000	790,000	0
1996	802,000	800,999	-1,001
1997	814,000	811,999	-2,001
1998	826,000	822,998	-3,002
1999	838,000	833,998	-4,002
2000	850,000	844,997	-5,003
2001	856,000	855,998	-2
2002	862,000	866,999	4,999
2003	868,000	878,000	10,000
2004	874,000	889,001	15,001
2005	880,000	900,001	20,001
2006	884,000	908,001	24,001
2007	888,000	916,001	28,001
2008	892,000	924,001	32,001
2009	896,000	932,000	36,000
2010	900,000	940,000	40,000

The original report uses the concept of *population under control* to mean those who are either incarcerated in the jail or who have been removed from the

traditional jail population and placed into alternatives. The rationale for this concept is explained in the original report. The basic idea is simply that the trend line goes back to days in which there were no alternatives. In order to see a continuous trend, we have to include all of those persons who would have been incarcerated if the alternatives were not in force. Under these assumptions, the original model forecast a population under control of 1,317 in the year 2010. The new model projects 1,265 (52 less).

The different expectation of population growth in Montgomery County creates a bulging difference between 1998 and 2005—suggesting that Montgomery County may not have as great a pressure in the early years forecast as originally expected. However, the two trends begin to merge again after 2005 as seen in Exhibit 3.

Exhibit 3: Recalibration and The Population Under Control

<u>Year</u>	<u>Original Forecast</u>	<u>New Forecast</u>	<u>Difference</u>
1994	966	907	59
1995	1,000	925	75
1996	1,035	950	85
1997	1,036	975	61
1998	1,104	1,000	104
1999	1,139	1,025	114
2000	1,173	1,049	124
2001	1,191	1,074	117
2002	1,208	1,099	109
2003	1,225	1,124	101
2004	1,242	1,149	93
2005	1,260	1,174	86
2006	1,271	1,193	78
2007	1,283	1,211	72
2008	1,294	1,229	65
2009	1,306	1,247	59
2010	1,317	1,265	52

Exhibit 4 shows the changes in expected bed days as a result of PTSU. PTSU has had significantly more impact than expected. While the population under control has been reduced from earlier projections, the number of beds saved by PTSU has increased. By 2010, the current projections are that PTSU will be saving 95 ADP if current practices continue. This is an increase of almost 25

percent over earlier expectations. The expectation is an even greater percentage given that the total population under control was predicted to be higher.

Exhibit 4: Projected Bed Days Saved By PTSU

<u>Year</u>	<u>Original Projection</u>	<u>New Projection</u>	<u>Additional Savings</u>
1994	53	68	15
1995	55	69	14
1996	57	71	4
1997	59	73	14
1998	61	75	14
1999	63	76	13
2000	65	78	13
2001	66	80	14
2002	66	82	16
2003	67	84	17
2004	68	86	18
2005	69	88	19
2006	70	89	19
2007	71	90	19
2008	71	92	21
2009	72	93	21
2010	72	95	23

While the recalibration shows that we overestimated the total population under control and underestimated PTSU in the earlier study, we have apparently overestimated PRC and CART. If these two programs had maintained the expectations based on historical experience, the recalibrated population estimates in 1994 would average approximately 136 and 50 respectively.³ They have averaged 124 and 28 respectively—a total of 34 ADP that was expected to be in community corrections rather than in the jail.⁴ PRC is running 13 percent below expectations and CART is running 43 percent below.

In 1994, we had projected a jail population of 693. The jail held only 575—a difference of 118.⁵ As we noted above, 76 of that ADP are due to the impact of

³ The original estimates for 1994 were 151 and 69 before the model was recalibrated.

⁴ The 1994 figures are based upon the first 8 months of 1994. The averages might be slightly affected by the last 4 months.

⁵ The 1994 jail ADP estimate is based upon the first 8 months of the year and does not include federal prisoners.

changing demand on the system. More than 15 additional beds (than previously expected) were due to PTSU. Additional beds may have been saved by using differentiated case management. Clearly, PRC and CART are not taking the proportionate numbers that they were in the late 1980's and start of the 1990's.

Exhibit 5 shows three separate figures for each of the PRC and CART expectations. The *Original* columns are the original estimates ILJ made prior to the current recalibration of the model (the same as appears in Exhibit 4). The columns labeled *1991 Base* are the projections after recalibration but with no further model adaptations for changes in PRC and CART.⁶ The *1994 Base* columns are what is expected at 1994 practice (which as noted is below 1991 practice). The lag from the model perspective is the apparent overestimation of the number of offenders that could be taken by PRC and CART.

Exhibit 5: PRC and CART: Original Expectations and Current Actions

Year	PRC Projection			CART Projection		
	Original	1991 Base	1994 Base	Original	1991 Base	1994 Base
1994	151	146	127	69	50	28
1995	156	149	130	71	51	29
1996	161	153	133	74	52	29
1997	167	157	137	46	53	30
1998	172	161	140	49	55	31
1999	178	165	144	81	56	32
2000	183	169	147	84	57	33
2001	186	173	150	85	59	33
2002	188	177	154	86	60	34
2003	191	181	157	88	61	35
2004	194	185	161	89	63	36
2005	197	189	164	90	64	36
2006	198	192	167	91	65	37
2007	200	195	170	92	66	38
2008	202	198	172	92	67	38
2009	204	201	175	93	68	39
2010	205	204	177	94	69	39

⁶ We did not include this column in the exhibit for PTSU since it serves no policy question in that context. PTSU is performing at a higher level than expected with a very low failure rate.

The long-term implications for the jail are clear. With recalibration of the model, the impact of CART and PRC practices will have a 57-bed differential impact on the jail by 2010. Exhibit 6 projects the jail population showing the different impacts of PRC and CART on the jail ADP. If PRC and CART fulfill the expectations of the original model (the 1991 base), the 2010 projection for jail needs should be based on an ADP of 897 (1991 base projection) and the number of beds should be around 1,032. If the CART and PRC capacity continues as it appears in 1994, the jail will be expected to have an average daily population of 954 in the year 2010 and the number of beds should be around 1,097.

Exhibit 6: New Jail Estimates Varied by PRC and CART

Year	Original ¹		Base ADP Projection ²		Estimated Beds Needed ³	
	Base Proj.	Est. Beds	1991 Base	1994 Base	1991 Base	1994 Base
1994	693	835	643	684	739	787
1995	718	860	656	697	754	802
1996	743	886	674	717	775	825
1997	767	910	692	735	796	845
1998	792	936	709	754	815	867
1999	817	960	728	773	837	889
2000	841	985	745	791	857	910
2001	854	997	762	811	876	933
2002	868	1,010	780	829	897	953
2003	879	1,022	798	848	918	975
2004	891	1,034	815	866	937	996
2005	904	1,047	833	886	958	1,019
2006	912	1,055	847	900	974	1,035
2007	920	1,064	860	913	989	1,050
2008	929	1,071	872	927	1,003	1,066
2009	937	1,080	885	940	1,018	1,081
2010	946	1,088	897	954	1,032	1,097

¹ This column shows the original average daily population (ADP) estimated in the 1991 study.

² These two columns show the ADP expected first if the 1991 estimates of PRC and CART are used on the recalibrated model and second if the ratios found in 1994 are used.

³ These two columns show the number of beds needed to meet the ADP needs for the two recalibrated projections respectively.

In Exhibit 6, we can see that the second columns based upon 1994 practices are nearly the same as our original projections. The 1994 projection is for 1,097 beds while the original was for 1088. The actual practices of PRC and CART result in the original jail projection of jail ADP remaining essentially unchanged although the total number of offenders in the system is projected to be less. On the other hand, if PRC and CART were at the level expected in 1991 there would be a savings of around 56 beds.

Caveats on Beds Needed

In completing these projections, two additional points need to be made. First, the technique used to account for fluctuation and bed overage is different in the model above than in the first one we did. Originally, we use a statistic known as the standard *error of the estimate*. While we believe the statistic is appropriate for the purpose, many people have been uncomfortable with it because it does not vary in absolute terms as time goes by. It called for a fixed value of 142 in the original model. We have retained that as a base here, but we converted it to a percentage figure based upon the end point. The resulting figure is 15 percent, which we used here.⁷

The need for fluctuation is simple. An average jail population of 600 can easily go as high as 670 to 700 on some occasions and go as low as 500 to 530 on other occasions. If the county has some mass arrest event, the variation can be even higher. For example, the abortion protests in Wichita, Kansas, resulted in the need for over 200 extra beds when the basic facility held only 400. While these incidents are rare, the normal variation of up to 15 percent is not.

The second point is that the ILJ estimate of beds is based upon average daily population and expected fluctuations. With this in mind, this figure will include all general population needs. However, the exact number of beds may vary according to the modular design and special beds for medical and other special classes of bed-space that may have to be duplicative of the general population.

This second point may require some clarification. Disciplinary cells are duplicative of other space. If a detainee must be separated from others for disciplinary reasons, the bed made vacant may not be filled in most cases. As soon as the disciplinary period is over, the detainee will be returned to the appropriate

⁷ The 15 percent figure fits well with separate analyses of standard deviations, which we have calculated using monthly data over many years in a number of jails.

population. Similarly, medical beds are used only when needed. They do not free up other beds, since the detainee will be returned as soon as possible. The medical bed will then be available for the next person requiring that level of medical attention.

In addition to the foregoing and other special needs requirements, other aspects of construction and design have an impact upon the number of actual beds. An efficient design often calls for 48- or 96-bed units. If the system needs 56 beds, the most efficient design might well be for 96 beds, although that is 40 over the requirement. As the size of a projected facility gets larger, the impact of such structural elements is relatively smaller, but it does not go away. Hence, our projections must be understood within the context of variations caused by structural characteristics of design and construction.

Other Projection Caveats

ILJ has been asked to review the question of changing demographics in the next 20 years in Montgomery County. New projections show an increase in the youthful male population by 2010. In the original 1990 study, ILJ analyzed a wide variety of demographic and environmental characteristics. Only two things that were projectable into the future emerged: the overall growth of county population and judicial practices.⁸ All other demographic and environmental variables were lost in the singular impact of population growth.

ILJ has no reason at this time to change those projections. Exhibit 7 shows the number of males in the most crime-prone age (15 through 24) at 5-year intervals from 1990 through 2010. As a percentage of total population, the male youth at risk (crime prone) are expected to hit a low in 1995 and begin to grow again. By 2010, they will have reached the level of 1990 again. Since the 2010 expectation will hit the same proportionate level as 1990, we believe that the dominant characteristic over the next 15 years will be overall population growth.

⁸ We could see the impact of drug cases and DWI's on the jail population. However, there was no way to project how many of these would occur in the future. We were fairly sure that the major drug boom was over. Obviously, we have no way to predict if another drug boom or other similar pattern of criminal activity will occur in the future.

Exhibit 7: Crime Prone Male Youth As a Percent of County Population

<u>Year</u>	<u>County Population</u>	<u>Males 15-24</u>	<u>Percent</u>
1990	757,037	46,435	6.13%
1995	790,000	45,220	5.72%
2000	844,997	49,481	5.86%
2005	900,001	54,918	6.10%
2010	940,000	57,688	6.14%

Source: Montgomery County Planning Board (intermediate projection)

Policy Issues and Model Modification

The model recalibration clearly leaves room for policy decisions by Montgomery County officials. The model as originally developed permits a variety of policy decisions about how aggressive pretrial release will be, how extensive the use of alternatives to incarceration will be, and how restrictive (or non-restrictive) will be the criteria for entering alternative programs. Currently the model is set for 1994 practices of PTSU, PRC, and CART. If the county wishes to be more aggressive in the release and acceptance policies of these alternatives, additional changes can be made. On the other hand, if the county officials believe that current policies are too aggressive in the release of offenders, then the jail population will be larger. The question of how many additional persons can be put into different classes is clearly one for policy determination.

Pretrial Issues

ILJ has been asked whether more bed days could be saved by pretrial release. The answer is yes, since there are persons who are currently being released on pretrial status after five days of incarceration. Many of these may be released on bail. That is, neither PTSU recommends them, nor a judge releases them to PTSU, but they make bail and are released on pretrial status. This may occur because they finally get the resources together or because the judge reduces bail to an amount they can pay. In some cases, additional information becomes available, and the judges permit a release on recognizance later.

In 1993, the 1,638 persons who were released pretrial averaged 6.11 jail days. Since all of these persons were released, the major question is whether the average of 6.11 can be reduced more. It likely can be if PTSU has the staff to aggressively search for information even after initial hearing, or if judges meet on

Saturdays and Sundays to release persons who are arrested on these days or to release persons upon whom information is not received until the weekend.

Obviously, the speed-up by PTSU will cost additional staff. A single additional staff person can help reduce the length of stay for those who remain incarcerated because of a lack of information. An extra staff person can aggressively seek information on all of those who are still incarcerated after three days. Such a position may well be cost effective. However more aggressive action that requires an evening shift and weekend shifts may not prove cost effective. Although some persons would be released earlier, there may not be the savings there to justify the two to three additional PTSU staff members who would probably be required. Montgomery County simply may not have enough weekend intake to justify the extra staff on the weekends.

In addition, there are those whom PTSU recommends against and the judges do not release pretrial. PTSU has conducted limited study on those who are released by judges after a negative recommendation by PTSU. The latter have a higher failure to appear rate than the PTSU rate. However, the failure to appear rate is only 3 percent for PTSU⁹. That is the lowest that the ILJ researcher has encountered. The failure rate for those not recommended by PTSU is higher but well within national standards. By national standards, Montgomery County could release more and still stay within an acceptable level for failure to appear.

However, the question will be the level of failures to appear that the court is willing to accept. The PTSU staff supports additional efforts based upon increased information. The Director of PTSU believes that significant improvements can be made with an additional staff member to reexamine those who are kept in jail longer than three days. However, the DOCR is opposed to lowering the standards for release. The staff believes that the organization is judged on its capacity to accurately select those who can be managed in the community and on its ability to assure that those managed by the organization do show up at court. If releases increase due to lowering of standards, the level of failures to appear will increase. While this does not change the fact that Montgomery County would still be well within national standards, it does mean that the judges would see higher levels of failure to appear.

⁹ Failure to appear rates are difficult to estimate across jurisdictions because of the difference in how they are defined and how who is released. The rate varies from 1% to almost 50 percent. The most comprehensive review is in the Pretrial Services Resource Center, *National Report*, Washington D.C., 1990. An expected rate for general release without supervision is about 15 percent. An excellent analysis of a site similar to Montgomery County is given by Keith W. Coopridge, "Pretrial Bond Supervision: An Empirical Analysis with Policy Implications, *Federal Probation*, September, 1992, pp. 41-49.

Sentence Issues

In the original research and again in the current research, ILJ is called upon to address the question of whether there are beds that could be saved by changing sentencing policy. We reply again as we have in the past. It is always possible to reduce population by sentencing changes as long as there are some sentence people serving. Questions remain as to whether the county wishes to change those policies.

Before addressing the ways in which the sentenced population can be removed from the jail, there are several terms and practices that should be clear to the reader. We enumerate the basic sentencing issues as follows:

- Some persons serving sentences have holds on them for other jurisdictions. When they complete their sentences, they may be released to other agencies. Typically (but not necessarily in all cases), these persons are held in secure detention, since they may take flight in order to avoid the other jurisdiction.
- Some persons who are released with sentence time served have been in pretrial detention. At adjudication, they are released with time served. Changes in sentencing policy will not affect these persons. However pretrial policy may affect this population.
- The county has control over the detention options of only those serving local jail time. Records may show the some persons serving jail sentences are waiting for transfer to prison.
- Persons sentenced to the local facility and released from the facility with time served may be candidates for earlier release.

Given these starting assumptions, there is clearly more that can be done with some combination of pretrial release and sentencing alternatives. In 1993, DOCR released 1,220 offenders with time served. They represented an ADP of 356. Approximately 122 of that total may be accounted for by PRC. Perhaps another 40 can be accounted for by CART. That suggests that at least 196 ADP was consumed by persons who were released from the jail with time served. Over a third (472) were released with time served at judgment after consuming an ADP of 119. These persons served all of their time pretrial. Others served almost all of their time pretrial. This latter group can be affected only if changes are made in pretrial status and they are released. Otherwise, there is no sentence time to be removed.

Others served some or all of their time after sentencing. These are people being released back into the community with an average length of stay below 100 days. All of these offenders are candidates for management in the community,

either by intensive programs or in a minimum security facility. There are many correctional professionals who would argue that these offenders need not serve any time in a classic maximum security facility. For example, a recent strategy taken by Washington County, Oregon (suburb of Portland) is to move all but a very few locally sentenced offenders to a minimum security facility run by community corrections. There are two exceptions: 1) the judges may specify a sentence under 10 days to be explicitly served in the maximum facility; 2) persons who cannot obey the rules in the minimum security facility are returned to the maximum facility until they are prepared to operate again at the lower level of security.

In an earlier draft, the question was raised by DOCR staff as to the criteria for removing persons from the jail to serve in a less security facility. The DOCR took complete exception to the possibility that practically everyone serving sentence locally could serve the time in either a minimum security facility or in some other alternate to the county jail. This issue is a policy question that only Montgomery County can answer—not a consultant. However, ILJ wants to make sure that all persons reviewing these policy issues are using the same meanings of the words. The argument that all persons serving time locally can be placed in either a minimum security facility or an alternative to incarceration is based upon the following:

- A *minimum security facility* is not synonymous with the PRC. The PRC is a residential facility with a specific treatment mission and an expectation that all residents will be on work release. A minimum security facility merely implies that the external security is penetrable. Normally all doors are locked. One may not leave without permission (which means some or all may not leave at all). Currently, Montgomery County has no minimum security facility other than PRC.
- The criteria for being accepted in the minimum security facility is simply that the person will be released to the community within a short period of time.
- Moving a person to a non-incarcerative alternative is based upon the assumption that the objectives of the sentence can be met without incarceration. For example, day reporting may involve a total scheduling of the offender's time to reduce the opportunity to commit other crimes. In a treatment setting, a non-incarceration program may well fit the correctional and public safety needs with no additional purpose served by incarceration.

The preceding criteria and definitions are very important to an informed discussion of the alternatives. These specify that even if an offender is considered to be some danger to the community, he is released to a lower level of security

simply because he will be released soon anyway. The counter argument is that the community can be kept safe for however many days he is serving.

At the moment, there is no such minimum security facility available for this purpose. It is doubtful that there is adequate sentenced population that is not already in PRC or CART to justify the construction of a minimum security facility. Nevertheless, it is certainly an option.

Limitations on PRC and CART

Community Corrections reports that the offenders in Montgomery County are getting tougher and that they have more problems. As a result, there are proportionately fewer who qualify for PRC. Again, ILJ does not have the type of evidence that would either support or disprove the claim. We do know that there is no significant increase in violent crime either in Montgomery County or the nation as reported by Uniform Crime Reports (Federal Bureau of Investigation). Crime has been decreasing in the nation for some time now. The only recent report demonstrating any increase was by the national victimization study, and virtually all of the increase was due to *attempted assault* and *attempted robbery*. (The definition of attempted assault is unclear.) In the meantime, the largest percentage change shown was a decrease of 20 percent in rape.

On the other hand, there are at least two countervailing influences. First, there is some substantial evidence that juvenile violence is up. This may indicate a more violent set of offenders, even when the number of offenses is not up. Second, the dramatic increase in drug arrests in the 1980s included a large number of casual drug users as well as heavy drug users who had no other criminal records. Many of those persons have left the drug market, and the ones remaining are quite logically heavier users and probably more involved in other crimes. This may leave a smaller as well as a harder pool from which PRC and CART must select. If so, we should not expect the percentage of persons qualifying for these programs to be as high as it was in the late 1980s.

The general trends have not cleared up on these issues either locally or in the nation at large. Moreover, PRC's records have never been computerized and therefore are not subject to analysis. Hence, there is no real way to address the question beyond the perceptions of the PRC and CART staff. Finally, we should note that the original CART projections were based upon informed guesses of the Community Corrections staff at the time of the original projection. CART had no more history than did PTSU, and there were no secondary indicators (length of stay of persons released pretrial) as there were for PTSU. We suspect that without

major policy changes, the 1994 base is likely to be the best one for projection purposes.¹⁰

Adding Correctional Options: The Day Reporting Center

The critical question to ask in the consideration of any further additions to the correctional options is the question of which population will be targeted. Unless there is a radical change in policy, the primary impact of a day reporting center will be to further cut up the community corrections population—i.e., the population of CART and PRC.

The primary target audience for a day reporting center seems to be probation and parole violators. The number of probation and parole violators could certainly make an impact on the jail population. Many corrections administrators and policymakers believe that the use of graduated sanctions for those in community corrections is the most significant innovation in many years. Montgomery County's community corrections has always had a certain level of graduated sanctions in operation.

The problem that the county must face with extending the graduated sanctions concept to the current probation and parole population is one of liability and authority. To use an example in action, Washington County, Oregon, has put a total graduated sanctioning program into effect. A probation or parole violator first has restrictions imposed. If those restrictions do not work, the person may be placed on intensive supervision (which may include day reporting). If that does not work, community corrections may incarcerate the offender.¹¹ At any point that the offender decides that he can abide by the rules, restrictions are lessened.

The difference, however, is that all of community corrections is under the authority of the county community corrections agency (except the jail itself). Hence, there is no question of local authority or responsibility. Montgomery County will have to work out levels of responsibility and authority with the state probation and parole agency. The question, then, is whether the DOCR has the authority to release a duly arrested violator to an alternative to the jail. The court can work this out as a condition of release, but then the court must make each continuum decision or relocate supervision responsibility to the DOCR. If this legal issue has been resolved, the question then is whether the county is picking up

¹⁰ The ADP went from 49 in FY 92 down to 39 in FY 93 and 34 in FY 94. It is difficult to say what the long run numbers will be.

¹¹ Legislation in 1993 enabled Community Corrections to incarcerate for definitive and limited time periods without returning to court.

the costs of the state. The answers to these questions will frame policy considerations.

Summary of Recalibration

The recalibration and examination of the Montgomery County model result in a slightly lower projection of the need for correctional space in the next five to ten year range than was projected earlier. However, the differences are fairly marginal. Some of the reduction in demand for correctional space can be expected to catch up with the trend lines in the coming years.

The recalibration did show that PTSU has exceeded its early expectations. PRC is below expectations, but it may be that the lower rate is simply within the range of normal variation. CART, however, is clearly below expectation of the design and the projections of the 1990-1991 period. We were not able to address the question of why. We should note that the reduction in drug activity (a nationwide phenomenon) may be reducing the population appropriate to the PRC/CART treatment focus.

For the time being the dominant driving force for correctional needs in Montgomery County is the growing population of the county. Variations in the crime prone age group, in social characteristics, or in economic conditions are not likely to make much discernible difference in criminal justice needs until the population stabilizes some time in the future.

Policy changes can always make a difference. Legal changes that require the automatic incarceration of persons charged with domestic violence (for example) will have an impact on the jail. On the other hand a court order that caps the population of the jail can result in policies that significantly lower the jail population. One such jail, I recently studied, had hundreds of sentences waiting to be served because there was not adequate space. The policy was to defer misdemeanor sentences to keep the jail available for pretrial felons. Another such jail I recently studied has a total average length of stay for all inmates of under 7 days. Almost all misdemeanants are given summons to appear at court rather than placed in jail. An extremely large percentage of all pretrial arrestees are released on recognizance or bail pretrial. With only a few exceptions, the longest sentence served is 180 days. In both cases the reason there are policies that were used to hold the jail down below the court ordered population capacity.

These stories are not to suggest that Montgomery County should use the Draconian measures that these others counties found necessary. It is only to illustrate that policies can change the average daily population in the jail. The

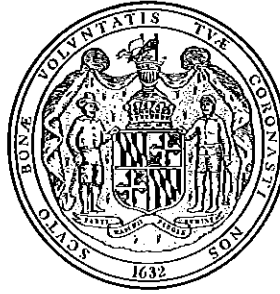
model cannot answer the questions of which policies Montgomery County should put in place. It can assist by showing the population impact of policies.

This report has provided an overview of the impact of the recalibration of the model. Montgomery County officials may begin to use it with their own scenarios and see what the impact of different policies will be. The model is complete and ready for the county to take over.

RFP # 1015823

ATTACHMENT Q

MEMORANDUM FROM THE OFFICE OF STATE'S ATTORNEY, NOVEMBER 30, 2011 – SEPTEMBER
2011 GRAND JURY TERM REPORT OF CORRECTIONAL FACILITIES



OFFICE OF THE STATE'S ATTORNEY

Memorandum

TO: JOHN MCCARTHY
State's Attorney
Laura Chase, John Maloney
Deputy State's Attorneys
Circuit Court Team Leaders
Arthur Wallenstein
Director, Corrections
Judge David Boynton
Grand Jury Judge

FROM: SUE DUDLEY
Sr. Legal Assistant
Grand Jury Administrator

DATE: November 30, 2011

RE: September, 2011, Grand Jury Term
Report on Correctional Facilities

Please find enclosed a copy of the Grand Jury Report regarding the inspections of the Correctional Facilities in the Montgomery County, Maryland.

Enclosure:
/sfd

Montgomery County Correctional Facilities:

Conditions and Maintenance,

Programs,

and Inmate Treatment

Grand Jury Report & Recommendations

Prepared for

The Montgomery County Circuit Court

Rockville, Maryland

Submitted by the Grand Jury

Fall 2011 Session

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Executive Summary

Members of the Montgomery County Grand Jury (referred to hereafter as simply the Grand Jury) Fall 2011 session visited the Montgomery County Correctional Facility (MCCF) in Clarksburg; the Montgomery County Detention Center (MCDC) on Seven Looks Road in Rockville; and Montgomery County Pre-Release and Re-entry Services (PRRS) in Rockville.

The Grand Jury visited both MCCF and PRRS on September 13, followed by MCDC on September 20.

Director Arthur Wallenstein, Warden Robert Green, Chief Stefan LoBuglio, and other management and staff of the Montgomery County Department of Correction and Rehabilitation (DOCR) provided full access to each of the three facilities, and acted in a courteous and professional manner throughout the inspection process. Correctional officers and other employees are, in the opinion of the Grand Jury, doing an outstanding job maintaining a safe and secure environment while effectively utilizing the county's limited financial resources to promote the inmate rehabilitation process. IT systems such as CRIMS and an electronic scheduling system can improve efficiency and should continue to be pursued. Programs within the facilities are extensions of initiatives that exist outside in the community and, thus, continue to be available to support rehabilitation when inmates are released. Although recidivism remains a problem, the programs appear to be reasonably effective, and Montgomery County's recidivism rate is comparatively low.

Inmates are treated with respect and staff appear to be satisfied with their work environment at all three locations. Staff appear to be well trained, motivated, professional, and competent.

Physically, MCCF appears to be in excellent condition – not surprising given its relatively recent opening. MCDC has a number of flaws, most notably water damage in spots caused by a roof in need of repair, lack of physical space to relocate some staff functions that would permit a more efficient workflow, and an entry point for new inmates that is potentially dangerous for officers, inmates and the nearby community. PRRS has some facility problems, including numerous water damaged ceiling tiles, broken furniture, and some non-functioning phones, washers, and dryers. PRRS also has a non-operational solar power installation on its roof. None of these flaws currently compromise safety or security or significantly interfere with the mission of the DOCR.

The DOCR quite properly seeks and achieves accreditation for its correctional facilities and programs from the American Correctional Association, the Maryland Commission on Correctional Standards, and the National Commission on Correctional Health Care. These facilities and programs proudly serve as national models for county-community corrections and public safety.

The Grand Jury believes Montgomery County taxpayers are currently well served by the existing correctional institutions, philosophy, programs, and operations. Emerging areas of concern that need to

be watched to prevent future problems include gang-related crime, deteriorating facility conditions at MCDC, and maintaining adequate funding during tight economic times necessitating county budget cuts. The Grand Jury's 14 specific recommendations listed in the report include:

- Due to the age and condition of the MCDC, the county will soon need to replace or extensively renovate the facility. This Report contains several recommendations that should be considered during a renovation or as considerations in the design of a new Center. Improved upkeep at PRRS is also recommended.
- Despite budget pressures, the Grand Jury encourages continuation and expansion of inmate support programs at the County facilities, including efforts to identify and manage gang populations, expand use of the library facilities, provide additional opportunities for counselling and therapy, and improve educational opportunities.
- The Grand Jury also recommends continued enhancement of information technology within the Department of Corrections, such as the implementation of additional modules of CRIMS, adoption of electronic medical records, and the use of electronic education tools.

Background

The Grand Jury represents the conscience of the community and is randomly selected from a fair cross section of U.S. citizens residing in Montgomery County. Maryland law (§9-608) requires that the Grand Jury tour local correctional facilities located in the county once a year to investigate their operation and management:

§9-608 Visitation of local correctional facilities by grand juries.

At least once each year, the grand jury in each county shall:

- (1) visit each local correctional facility in the county;
- (2) inquire into the condition of the correctional facility, the manner in which it is maintained, and the treatment of inmates; and
- (3) report its findings to the circuit court of the county.

On Thursday, September 8, 2011, Director Arthur Wallenstein, Warden Robert Green, Chief Stefan LoBuglio, and other upper management of the Montgomery County Department of Correction and Rehabilitation provided a briefing and informational documents to the Grand Jury concerning the comparative demographics and crime statistics of the county as well as the guiding philosophy, purpose, physical plant, staff, programs, budget, and inmates of the three Montgomery County correctional facilities. On September 13, 2011, the Grand Jury was transported to the Montgomery County Correctional Facility and received a briefing from Warden Green and the management of the facility followed by a guided tour. Later that same day, the Grand Jury was transported to Pre-Release and Re-entry Services (PRRS) and ate lunch there followed by a briefing from Chief LoBuglio and the management of the facility and a guided tour. While at the PRRS, the Grand Jury had an in-depth dialogue with four residents. On September 20, 2011 the Grand Jury traveled to the Montgomery County Detention Center and received a briefing from Warden Green and the management of the facility followed by a guided tour of the main building. MCDC has extensive grounds and out buildings. Some of these buildings are unused and closed. No buildings other than the main one were visited by the Grand Jury. Portions of the main MCDC building are also unused and closed.

The findings and recommendations in this report are not based on extensive data collection and professional analysis. They are based on limited personal observation and data gathered over a short time frame by a cross section of Montgomery County residents serving on the Grand Jury.

Findings and Recommendations

Montgomery County Detention Center

Overview

MCDC – strategically located in central Montgomery County – processes approximately 16,000 inmates annually. The facility houses around 120 inmates per day and plays a critical role in the first 72 hours of incarceration for many individuals struggling with drug and alcohol addiction, mental illness, and both potential violence and suicide. Approximately 2,200 of the 16,000 inmates processed annually are referred for mental illness evaluation. MCDC is generally used for short-term incarceration before inmates are moved to other locations or released on bond or their own recognizance.

Findings

Condition of the Facility

MCDC is safe and well maintained, but nevertheless showing its age in many respects. The building's flat roof shows clear signs of corrosion and is leaking in a number of areas. The room in which the jury briefing was conducted, for example, was missing several tiles; a bucket was being used to hold dripping water in one spot. Ongoing HVAC problems are contributing to difficulties in regulating the temperature in various parts of the building.

In addition, the current layout of the facility is less than ideal for its use, with the need to move prisoners down long hallways and through a tight entrance area lacking a modern secure entrance.

Maintenance of the Facility

The staff at MCDC maintains an extremely clean and orderly facility. Various parts of the building are not being used at the moment, partly to save resources.

Programs

Mental health and physical health triage are performed with appropriate follow-up.

Inmate Treatment

Inmates appear to be treated with safety and respect at MCDC.

Staff

The staffing at the facility appears to be adequate for the current workload. The staff we spoke with clearly understood their mission and were dedicated, and even enthusiastic, to their job.

Given the changing demographics in the County and the increase in prisoners that do not speak English well, efforts to increase the number of staff that speak Spanish would be worthwhile. Staff overtime utilization in DOCR is significant but does not appear to be due to abuse. Nevertheless, it still requires analysis, understanding of causes, and proactive control to limit utilization and its concomitant budget impact.

Recommendations

- 1) MCDC would benefit from an elimination of duplication in inmate processing procedures. Module 1 of the Correction and Rehabilitation Information Management System (CRIMS) has been implemented and gone through an initial shakeout period. It appears to be effective and improving efficiency. The implementation of future planned modules should be carried out as they promise to further integrate and improve the accuracy and efficiency of inmate processing procedures.
- 2) Due to the age and condition of the facility, replacement or extensive renovation is now necessary. The planning process should be completed promptly before maintenance costs or safety concerns become excessive.
- 3) Extensive roof repairs are required at MCDC. Given current budget constraints, these repairs may be cost prohibitive if completed all at once. Consider identifying and prioritizing repairs as required.
- 4) The facility's inmate entry point is inadequate in terms of both officer and inmate safety. MCDC would benefit from an entry point better shielded from the general public – a point emphasized by facility staff multiple times.
- 5) Recent inmate medical information should be digitized, thereby reducing the need for maintenance of extensive paper files and to enable more rapid access for staff. (This process is apparently underway, according to jail officials.)
- 6) Any changes made to MCDC's layout should contribute to better work flow and sight lines. Due to inefficient facility design, officers at MCDC are not able to respond to outbreaks of violence or other problems as quickly as their counterparts at MCCF. Officials are forced to keep gated checkpoints within the building open at certain times to allow for more rapid response. Eliminating this necessity should be a priority if/when MCDC is overhauled.
- 7) The CountyStat process and the Custody and Security Staff Deployment system (CSSD) should continue to be used to analyze, understand, and control overtime usage. These efforts should be augmented by the development and deployment of an electronic scheduling system to more efficiently avoid and control overtime usage.

Montgomery County Correctional Facility

Overview

MCCF – built in 2003 – can safely hold slightly over 1,000 inmates. The overwhelming majority of the inmate population is male, and roughly 80 percent struggle with addiction/substance abuse. A growing share of the population – though still a distinct minority – is believed to be affiliated with gangs. Facility staffers strive to eliminate any signs of gang membership, and provide opportunities for G.E.D. education and entry-level job training when possible.

Findings

Condition of the Facility

MCCF appears to be in excellent condition. The grand jury did not discover any indications of problems with the facility itself. The size of the facility (number of inmates that can be accommodated) appears to be adequate at the current time.

Maintenance of the Facility

The staff at MCCF maintains an extremely clean and orderly facility.

Programs

As noted above, MCCF provides opportunities for inmates to earn a G.E.D. while also providing basic job training – such as kitchen work – when circumstances allow. Inmates willing to reside and work at MCDC may be able to reduce the length of their sentences. They are also afforded opportunities to shorten the length of their sentences by working with PRRS.

The facility runs a special unit for prisoners working to overcome addiction-related problems. Programs are available to assist in these efforts.

It is unclear at the moment whether growing ethnic and cultural diversity will present any linguistic barriers to program access.

Inmate Treatment

The safety and security of the inmate population appears to be the top priority at MCCF, though the warden did note a small but growing problem with violence. Inmates at MCCF also appear to be treated with respect. Medical treatment appears to be adequate. Food served at the facility appears to be both safe and nutritious, and can be prepared to meet special dietary and religious needs.

Staff

The staffing at the facility appears to be adequate for the current workload. The staff we spoke with clearly understood their mission and were dedicated, and even enthusiastic, to their job. Staff overtime utilization in DOCR is significant but does not appear to be due to abuse. Nevertheless, it still requires analysis, understanding of causes, and proactive control to limit utilization and its concomitant budget impact.

Recommendations

- 1) MCCF is currently confronting the reality of a growing population with gang affiliations. At the moment, however, only one staffer at the facility is dedicated to the issue. When financial circumstances allow, MCCF should expand the number of staff members to deal with this growing problem.
- 2) According to MCCF's librarian, most inmates consistently sign out seven books – the current limit – whenever possible. Inmates have access to the library every two weeks. The limit equates to a book every two days. The limit may be sufficient, but, given the inherent value of encouraging reading and exposure to popular fiction/non-fiction, the library may want to consider expanding the limit.
- 3) Inmates attend classes where they learn elementary school, middle school, and high school subjects. They have access to computers to aid in their education. The staff should explore the use of the free online lessons at <http://www.khanacademy.org/>. The problems that can occur with self-directed learning can be avoided at this site because it provides a great deal of participation, diagnostic, and evaluation data not only to the student, but also to the teacher, who can track progress in a very fine-grained manner and intervene where needed. See <http://www.khanacademy.org/about>.

Pre-Release and Re-entry Services

Overview

Pre-Release and Re-entry Services is a transitional program designed to assist inmates as they prepare to return to the surrounding community. Program administrators carefully screen applicants to the program, but try to admit as many inmates as possible. Inmates are allowed to apply to the program in the last year prior to their release. During their time at PRRS, inmates receive a growing number of privileges through a program called the Six Levels of Success.

Findings

Condition of the Facility

The facility in which PRRS is located is generally well designed with a college dorm type atmosphere that is conducive to the reentry of inmates back into the community. However, it does have some problems. There are numerous water-stained tiles in the drop ceiling. This water damage occurred due to roof leakage in some cases and pipe leakage or washer overflow in other cases. In addition, there is a non-operational solar power installation on the roof. Some furniture in common areas was damaged and some washing machines and dryers were broken. During one of the grand jury tours, the blinds in the inmate room selected for review did not work.

Maintenance of the Facility

The facility was not as clean as it ought to be. This is a responsibility of the resident inmates and needs more oversight. As noted, there is some broken furniture and washers and dryers that have not been fixed.

Programs

Drug abuse, mental health, medical, education, family involvement, and job assistance programs are available and continue upon re-entry into the community as the programs are community-based and extend into PRRS rather than being PRRS programs that cease upon re-entry. The programs appear to be reasonably effective. Recidivism is still high but better than in most other communities.

Inmate Treatment

Inmates at PRRS are referred to as "clients". This is designed to help ease their re-entry into the community. They are treated with dignity. Conditions are safe. Rules are clear and enforced. Daily drug and alcohol tests enforce a zero-tolerance policy. Locations, activities, and times outside of PRRS are clearly delineated for inmates. Violations are dealt with swiftly, fairly, and

effectively. The safety of the community is paramount and protected to the extent possible with work-release programs of this nature.

Staff

The staffing at the facility appears to be adequate for the current workload. The staff we spoke with clearly understood their mission and were dedicated, and even enthusiastic, to their job. Staff overtime utilization in DOCR is significant but does not appear to be due to abuse. Nevertheless, it still requires analysis, understanding of causes, and proactive control to limit utilization and its concomitant budget impact.

Recommendations

- 1) PRRS was noticeably less well maintained than MCCF and MCDC. As noted above, furniture and various appliances were found in a state of disrepair. These should be repaired or replaced as needed. Inmates attempting to transition back to the community would be well served by a residence that stresses the importance of properly maintained shared facilities.
- 2) Additional pay phones and/or extending the privilege of cell phones under certain circumstances may be beneficial for inmates seeking post-release job opportunities.
- 3) Inmates who met with the grand jury expressed a desire for one-on-one therapy/counseling. Consider the feasibility of adding this potentially valuable service.
- 4) An evaluation of the solar power installation should be performed to determine what the problem is and whether it is cost effective to repair it or remove it.

Conclusion

Director Arthur Wallenstein, Warden Robert Green, Chief Stefan LoBuglio, and members of their staffs are doing an outstanding job providing a secure environment for inmates and workers at Montgomery County's correctional facilities in a time of significant fiscal restraint. They should be commended not only for their track record in terms of safety, but also for their work preparing inmates for an eventual return to the community. Montgomery County's recidivism rate, according to the 2010 grand jury report, is up to 14 percent below the national average of 67 percent – a positive reflection of the ongoing work at MCCF, MCDC, and PRRS.

Facility repairs or replacement are now required at MCDC and there is room for improvement in the maintenance of furniture and appliances, as well as the facility, at PRRS. The Grand Jury urges the County administration to proceed expeditiously on the decision-making process regarding the future (renovation or replacement) of MCDC, particularly given the long time frame required to complete either approach. Automated systems can create efficiencies and produce positive cost-benefit ratios. The CRIMS system modules should continue to be developed and deployed. An electronic scheduling system should be considered. Overall, however, Montgomery County residents are well served by their correctional institutions and their staffs.

For person: Ray Z. Russo
11-17-2011

ATTACHMENT R

LIKE-SIZED COUNTIES AND THEIR CORRESPONDING AVERAGE DAILY INMATE POPULATION

			County		ADP per 100K Pop.	ADP/100K
Rank	County & State		Population	ADP		Rank
1	Franklin	OH	1,163,400	2,041	175	12
2	Hennepin	MN	1,152,400	1,201	104	24
3	Orange	FL	1,146,000	3,604	314	3
4	Fairfax	VA	1,081,700	1,338	124	21
5	Contra Costa	CA	1,049,000	1,570	150	17
6	Salt Lake	UT	1,029,700	2,196	213	9
7	Travis	TX	1,024,300	2,691	263	5
8	Saint Louis	MO	999,000	1,193	119	22
9	Pima	AZ	980,300	1,649	168	14
10	Montgomery	MD	971,800	1,051	108	23
11	Westchester	NY	949,100	1,423	150	16
12	Milwaukee	WI	947,700	2,710	286	4
13	Fresno	CA	930,500	1,737	187	11
14	Shelby	TN	926,600	5,766	622	1
15	Fulton	GA	920,600	2,269	246	7
16	Mecklenburg	NC	919,600	2,274	247	6
17	Erie	NY	919,000	1,370	149	18
18	DuPage	IL	916,900	786	86	26
19	Pinellas	FL	916,500	3,225	352	2
20	Bergen	NJ	905,100	867	96	25
21	Marion	IN	903,400	2,096	232	8
22	Wake	NC	901,000	1,341	149	19